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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
March 18, 2021

REQUESTED ACTION

The Department of Transportation requests placing this item on the Consent Calendar.

Authorize the Department of Transportation to amend a **sole source** agreement with the University of New Hampshire, Civil Engineering Department, Durham, New Hampshire (Vendor #315187 and PO #4009514) to deliver a Statewide Asset Data Exchange Service (SADES) model to effectively inventory, and assess condition of assets for data driven planning and performance management, by extending the completion date from June 30, 2021 to December 31, 2022, effective upon Governor & Council approval. The original agreement was approved by Governor and Council on October, 31, 2018, Item #28. Time extension only, no new funding.

EXPLANATION

In accordance with the streamlined contract and grant award process, approved by Governor and Council on November 13, 2002, the Department of Transportation entered into a Cooperative Project Agreement with the University of New Hampshire Civil Engineering Department, Technology Transfer Center (T2@UNH). T2@UNH will deliver a model to effectively inventory, and assess condition of assets for data driven planning and performance management critical for the Department's asset management effort, as well as for regional planning commissions, municipalities, and other state agencies.

The goal of SADES is to facilitate a structured asset data collection effort to coordinate statewide data collection initiatives. The T2@UNH will provide the ability for the Department to effectively inventory, and assess the condition of assets for data driven planning decisions and performance management for the Department's asset management and work order efforts.

This **sole source** contract amendment is due to delays in advancements of approved work tasks to ensure the SADES asset inventory data coincided with the implementation of the Department's Strategic approach for asset management and coordination of asset information through the organizational structure at the tactical and strategic levels (Data and Systems, Policy and Records, Performance, Inventory, and Work Orders).

Accomplishments include development, maintenance, training, and support for the critical transportation and public access ways infrastructure assets for safety, operations, environmental impacts, and active transportation including guardrails, overhead signing & equipment, pavement resurfacing, culverts & drainage systems, stream crossings and public access ways infrastructure (sidewalks, curb ramps, and

pedestrian signal equipment) to support federal regulated requirements under the American Disability Act (ADA). SADES supports local pavement infrastructure through the Road Surface Management System (RSMS) program developed and managed by T2@UNH to support the Department's community assistance programs. To effectively and uniformly collect this type of data on a statewide level, developing a structure that provides specifications, methods, training, and data exchange services for all stakeholders is essential.

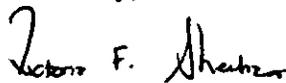
The contract is an on-call agreement to continue the technical support, enhancements, and training for existing asset inventories. The funding source(s) are allocated to approve work task orders.

This amendment to the Agreement is to extend the contract's original completion date to allow T2@UNH to effectively complete remaining tasks and continue support for the project. Of the original \$600,000.00 amount for this contract, there is a balance of approximately \$250,000.00 remaining (50% Federal Funds and 50% NH Turnpike Funds).

This amendment to the Agreement has been approved by the Attorney General as to form and execution. Copies of the fully executed amended 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 to amend this Agreement for consulting services as outlined above.

Sincerely,



Victoria F. Sheehan
Commissioner

VFS/GLD/dmp
Attachments

**AMENDMENT #1 to
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

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 10/31/18, item # 28, for the Project titled "Statewide Asset Data Exchange System (SADES)," Campus Project Director, Dr. Erin Bell, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other:

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of 6/30/2021 with the revised Project End Date of 12/31/22, and Exhibit A, article B is revised to replace the Project Period of G&C Approval – June 30, 2021 with G&C Approval – December 31, 2022.
- Article C. is amended to expand Exhibit A by including the proposal titled, " _____," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to add funds in the amount of \$ _____ and will read:
Total State funds in the amount of \$ _____ 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.
- Article F. is amended to change the cost share requirement and will read:
Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:
Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. 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 revised Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend 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, as follows:

Article is amended in its entirety to read as follows:

Article is amended in its entirety to read as follows:

- Article H. is amended such that:

- 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.

- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #1** to the Cooperative Project Agreement.

**By An Authorized Official of:
University of New Hampshire**

Name: Karen Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date: Karen Jensen 3/9/21

**By An Authorized Official of: the New
Hampshire Office of the Attorney General**

Name: EMILY C. GOERING

Title: Assistant Attorney General

Signature and Date: 4/26/2021

**By An Authorized Official of:
Department of Transportation**

Name: Peter E. Stamnas

Title: Director of Project Development

Signature and Date: [Signature] 4/7/21

**By An Authorized Official of: the New
Hampshire Governor & Executive Council**

Name:

Title:

Signature and Date:

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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
October 4, 2018

REQUESTED ACTION

Sole Source

Authorize the NH Department of Transportation to enter into a sole source Agreement with the University of New Hampshire, Civil Engineering Department, Durham, New Hampshire (Vendor **177867**) for a total fee not to exceed \$600,000.00. This Agreement is to provide statewide asset data management, development, technical support and data collection services for the Statewide Asset Data Exchange Service (SADES) project, effective upon Governor and Council approval, through June 30, 2021. 50% Federal Funds and 50% Turnpike Funds.

Funding is available as follows for FY 2019, and is contingent upon the availability and continued appropriation of funds in FY 2020 and 2021 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified.

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>
04-096-096-963515-3054 Consolidated Federal Aid	\$100,000.00	\$100,000.00	\$100,000.00
046-500464 Gen Consultant Non-Benefit			
04-096-096-961017-7022 Administration - Support	\$100,000.00	\$100,000.00	\$100,000.00
046-500464 Gen Consultant Non-Benefit			

Actual funding amounts will be determined by each particular task order incurring expenses as a result of this request.

EXPLANATION

The Department requests this sole source contract between the Technology Transfer Center at the University of New Hampshire (T2@UNH) because T2@UNH is federally designated as a Technology Transfer Center, under the Federal Highway Administration's (FHWA) Local Technical Assistance Program (LTAP) effective August 18, 1986. T2@UNH operates the primary continuing education program in the state for local road managers, crews and public officials. Additionally, T2@UNH administers special projects targeting municipal asset inventories, infrastructure maintenance, and improvement management that directly tie to regional and statewide efforts as well. T2@UNH has a long history of successful data collection and management projects it would be uniquely suited to facilitate this process. This contract continues the work effort for services for SADES under previous statewide contract approved by Governor and Council February 25, 2015 (Item #22).

This contract will provide the ability for the Department to effectively inventory, and assess the condition of assets for data driven planning decisions and performance management for the Department's asset management efforts, as well as, for other state, regional and local agencies. The goal of SADES is to facilitate structured asset data collection efforts to coordinate statewide data collection initiatives.

The T2@UNH will develop data collection specifications, provide training for data collectors, provide technical support, and develop and manage an on-line data repository compatible with the State's Geographical Information Systems (GIS).

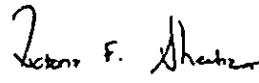
In New Hampshire, state, regional, and local governments are in various stages of asset data collection and management initiatives. In transportation, a primary focus of these initiatives is critical infrastructure such as drainage (culverts), roadside restraint systems (guardrails) and public access ways (sidewalks & crosswalks). To effectively and uniformly collect this type of data on a statewide level, developing a structure that provides specifications, methods, training, and data exchange services for all stakeholders is essential for accurate, complete, sustainable and sharable inventories.

This contract is an on-call agreement with initial task orders to continue the technical support, enhancements, and training for existing SADES asset inventories including, ADA pedestrian facilities, culverts, stream crossings, turnpike guardrails, municipal road surface condition and development of additional priority inventories identified by the Department's Inventory Workgroup. The funding source(s) of Consolidated Federal and Turnpikes have been identified based on the anticipated scope of the individual task orders that will be issued.

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, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into an Agreement for consulting services as outlined above.

Sincerely,


Victoria F. Sheehan
Commissioner

Attachments

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE,

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, 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 6/30/21. 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: Statewide Asset Data Exchange System (SADES)

- 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: Bill Watson
Address: NH Department of Transportation
Bureau of Planning & Community Asst
7 Hazen Drive
Concord, NH 03301
Phone: 603-271-3344

Campus Project Administrator

Name: Karen Rooney
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824
Phone: 603-862-5412

- 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: Bill Watson
Address: NH Department of Transportation
Bureau of Planning & Community Asst
7 Hazen Drive
Concord, NH 03301
Phone: 603-271-3344

Campus Project Director

Name: Dr. Erin Santini Bell
Address: University of New Hampshire
Civil Engineering
W183 Kingsbury Hall
Durham, NH 03824
Phone: 603-862-3850

F. Total State funds in the amount of \$600,000 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. 41375 from Federal Highway Administration 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) B : 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:

Added: Campus agrees not to incur any billable costs prior to receiving a notice to proceed from the State

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, have executed this Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:

 9/12/18

By An Authorized Official of: the New

Hampshire Office of the Attorney General

Name: Allison Greenstein

Title: Attorney

Signature and Date:

Allison B Greenstein 10/18/18

By An Authorized Official of:

Department of Transportation

Name: Peter E. Stankias

Title: Director of Project Development

Signature and Date:

 9/24/18

By An Authorized Official of: the New

Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:



EXHIBIT A

A. Project Title: Statewide Asset Data Exchange System (SADES)

B. Project Period: Governor and Council Approval - June 30, 2021

C. Objectives: The services required under this agreement shall generally include, but not limited to the following:

- Continue development of existing SADES modules
- Development of new SADES modules
- Research new technology and software features
- Provide analysis and reporting (including QA/QC)
- Create a SADES Map Portal
- Data quality control and integration

D. Scope of Work:

Campus will provide agreed upon services required to accomplish the objectives in this project agreement that include but not limited to the following:

The scope of work for this proposal has two categories; (1) SADES initiatives, and (2) student labor and workforce development. Specific tasks and activities, as determined by the NHDOT Asset Management Working Group (NHDOT-AMWG) will be communicated directly by the NHDOT SADES Coordinator to the UNH project director (UNH-PD). The UNH-PD and students will be invited to attend the NHDOT-AMWG meeting, as appropriate, when agenda items are SADES-related.

1.0) SADES Initiatives

The main initiatives of this SADES proposal are outlined below:

- 1.1) Continue to development of existing SADES modules
- 1.2) Develop new SADES modules
- 1.3) Research new technology and software features
- 1.4) Provide analysis and reporting (including QA/QC)
- 1.5) Create a SADES Map Portal
- 1.6) Data quality control and integration

1.1) Continue Development of Existing SADES Modules

UNH will continue to develop the modules associated with the asset categories listed below until they reach a point of regular maintenance, training, and support. These particular assets include:

A. Road Surface Management System (RSMS)

- B. Turnpike Guardrails
- C. Pedestrian Infrastructure 3.0
- D. Culvert and Closed Drainage Systems Phase I (CCDS)

1.2) Develop New SADES Modules

UNH will provide services to develop new SADES modules (Estimated two per year). Generally speaking, the scope of work for each new asset module follows the steps outlined below:

1. Identify partner goals and needs and define attributes for data collection
2. Compile and publish collection protocol document
3. Build GIS collection module for mobile data collection
4. Provide training and technical support
5. Project administration and management

1.3) Research New Technology and Software Features

The vendor (Esri) software used in the SADES model undergoes quarterly updates during which significant changes and enhancements are released. UNH will undertake the research of these new features and their potential deployment into the SADES model. This would include producing proof-of-concept modules for NHDOT review via the technical advisory group.

1.4) Provide Analysis and Reporting (Including QA/QC)

UNH will provide NHDOT with reports and analysis involving any data collected/stored in SADES. UNH will also take on additional QA/QC efforts on incoming data collection through two methods; automated and manual data review.

1.5) Create a SADES Map Portal

To date, most SADES data is not available to the public in a view only format. The SADES Map Portal will be a platform for the public enterprise layers to be shared and displayed to the general public. UNH will work with the partners for each module to determine how the data is shared, and to what extent.

1.6) Data Quality Control and Integration

UNH will also work with NHDOT and other partners to provide integration of other available datasets. These datasets may include local GIS layers, Microsoft Access databases, Excel spreadsheets, or paper forms. UNH will incorporate those datasets into existing SADES modules through batch and manual processes.

2.0) Student Taskforce and Workforce Development

The concept behind the SADES Student Data Taskforce is to leverage UNH's access to a pool of college students that would complement the SADES initiative while allowing the State to build connections with young engineers who will soon enter the workforce. To enhance the pipeline of potential engineers, UNH will work with the UNH InterOperability Lab's (IOL) high school internship program by sponsoring up to two high school interns during the summer.

These college and high school students will work with the UNH SADES staff to address the data input, monitoring, management, and outputs (Maps and reports) needs of SADES.

UNH will facilitate the student Taskforce and Workforce Development through a Technical Advisory Group (TAG). The responsibilities of the SADES TAG are to provide assistance to SADES program concerning task order development and implementation. The SADES TAG will meet on a biannual basis

throughout the length of this contract, as well as ad hoc meetings as appropriate. Suggested positions for the SADES TAG include representatives from NHDOT Asset Management Working Groups (Inventory, Work Order, and Data and Systems); and UNH, Project Director, SADES Manager and UNH faculty and students as appropriate.

E. Deliverables Schedule:

The State, through their Asset Management Working Groups, will issue requests for work, which include a detailed description of the project or elements of work, and an outline of the services required. Campus shall provide the State scope and line item costs for approval prior to specific task initiation. These task orders will be developed for periods of six months or longer of effort. Change orders, if needed, will be communicated directly to the UNH-PD, by the NHDOT SADES Coordinator.

F. Budget and Invoicing Instructions: This Agreement allows for a value of work not to exceed \$600,000. The cost for individual assignments will be negotiated on a case-by-case basis in accordance with the Master Agreement for Cooperative Projects between State and Campus.

Invoicing:

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. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date.

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.