

5C
JCM

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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
April 7, 2021

REQUESTED ACTION

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

Authorize the Department of Transportation to amend the **sole source** Cooperative Project Agreement (CPA) with the University of New Hampshire, Geographically Referenced Analysis and Information Transfer (GRANIT) Program, which is part of the Earth System Research Center, Durham, New Hampshire (Vendor #315187) to deliver GIS development, web hosting and management for applications and data services, by extending the completion date from June 30, 2021 to April 1, 2022, effective upon Governor & Council approval. The original agreement was approved by Governor and Council on August 5, 2020, Item #34. 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 **sole source** Cooperative Project Agreement with New Hampshire, Geographically Referenced Analysis and Information Transfer (GRANIT) Program. GRANIT will deliver web based Geographical Information System (GIS) applications to effectively display, analyze and report transportation asset inventories and condition for data driven planning decisions and performance management using GIS solution, such as interactive web based map viewers and dashboards.

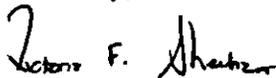
This contract amendment is due to delays in advancements of approved work tasks to internally evaluate the Department's business needs and requirements for GIS solutions, including the Department's GIS NH Roads and Project viewer. The contract is an on-call agreement to continue the GIS development, web hosting and management for applications and data services.

This amendment to the Agreement is to extend the contract's original completion date to allow GRANIT to effectively complete remaining tasks and deliver additional GIS solutions identified by the Department and assigned task orders. Of the original \$70,000.00 amount for this contract, there is a balance of \$40,618.00 remaining (100% Federal 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,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

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 8/5/20, item # 34, for the Project titled "Statewide GRANIT GIS Services," Campus Project Director, David Justice, 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 04/01/22, and Exhibit A, article B is revised to replace the Project Period of G&C Approval – June 30, 2021 with G&C Approval – April 01, 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: Director, Pre-Award

Signature and Date: Karen Jensen

Digitally signed by Karen Jensen
Date: 2021.03.23 16:11:28 -0400

By An Authorized Official of:

Department of Transportation

Name: Peter E. Stamnas

Title: Director of Project Development

Signature and Date: *[Signature]* 4/2/21

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

Name: Allison Greenstein

Title: Assistant Attorney General

Signature and Date: *[Signature]* 5/12/21

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

Name:

Title:

Signature and Date:

JUL 07 '20 AM 9:50 DAS

34 dam



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
June 1, 2020

REQUESTED ACTION

Authorize the Department of Transportation to enter into a Sole Source Agreement with the University of New Hampshire, Earth System Research Center, Durham, New Hampshire (Vendor #315187) for a total fee not to exceed \$70,000.00. This Agreement is to provide Geographical Information System (GIS) management, hosting, research and data quality controls services effective upon Governor and Council approval, through June 30, 2021. 100% Federal Funds.

Funding is available as follows in State FY 2021:

	<u>FY 2021</u>
04-96-96-962515-2944	
SPR Planning funds	
072-500575 Grants to Non-Profits-Federal	\$70,000.00

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 agreement with the New Hampshire Geographically Referenced Analysis and Information Transfer (GRANIT) Program, which is part of the Earth System Research Center, because GRANIT is the New Hampshire's Statewide Geographic Information System (GIS) Clearinghouse; their staff has expert knowledge in GIS development, hosting and management for applications and data services; and GRANIT staff has specific experience in this area from their collaborative work with the Department on numerous GIS projects and initiatives.

The program is 100% Federally-Funded with SPR Planning funds. The total agreement value is \$70,000.00.

This contract will provide the ability for the Department to implement web based GIS applications to effectively display, analyze and report asset inventories and condition for data driven planning decisions and performance management using interactive web based map viewers and dashboards for the Department's asset management efforts.

Many of the GIS map viewers and dashboard applications will support local and regional asset inventories that the Department manages, specifically bridges and municipal transportation asset inventories collected by the Regional Planning Commissions or Municipality through the Department's Statewide Asset Data Exchange Service (SADES).

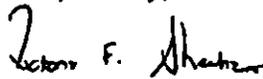
This contract is an on-call agreement with initial task orders to continue the development, support, and hosting of the pilot NH Roads and Projects map viewer and development of a GIS portal for SADES transportation asset inventories and development of additional priority map viewers and dashboards as identified by the Department's Inventory Workgroup. The funding source of Statewide Planning and Research (SPR) Part-1 has been identified based on the anticipated scope of the individual task orders that will be issued. The funding 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.

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 \$70,000.00 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 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 GRANIT GIS Services

- 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

Phone: 603-271-7145

Campus Project Administrator

Name: Lisa Scigliano
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824

Phone: 603-862-

- 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
Concord, NH 03303-0483

Phone: 603-271-7145

Campus Project Director

Name: David Justice
Address: UNH Earth System Research Center
Morse Hall
8 College Road
Durham, NH 03824

Phone: 603-862-4698

F. Total State funds in the amount of \$70,000 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. A004(898) 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) _____ 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, NH Department of Transportation have executed this Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: Director, Pre-award

Signature and Date: Karen Jensen Digitally signed by Karen Jensen
Date: 2020.05.11 17:14:11
-0400

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

Name: Allison Greenstein

Title: Asst. Attorney General

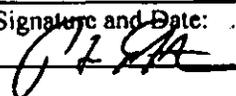
Signature and Date: Allison Greenstein 7/1/20

By An Authorized Official of:

NH Department of Transportation

Name: Peter Stamnas

Title: Director of Project Development

Signature and Date:  6/8/20

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** Statewide GRANIT GIS Services
- B. Project Period:** Governor and Council Approval - 06/30/21
- C. Objectives:** The GIS services required under this agreement shall generally include, but not limited to the following:
- Development of web map applications
 - Hosting, maintenance and technical support
 - Research new technologies and software features
 - Data quality controls and maintenance
- D. Scope of Work:** GRANIT will provide GIS services to develop, host, and support interactive web map applications based on the Department of Transportation's needs and specifications. All web map applications will be free and have unrestricted access to the public, unless specified by the Department. GRANIT will coordinate with the SADES program manager in GIS section in the Bureau of Planning and Community Assistance for all task orders.

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

1.0) GRANIT GIS Services

The main initiatives of this proposal are outlined below:

- 1.1) Development and enhancements of web map applications
- 1.2) Hosting and maintenance & technical support
- 1.3) Research new technologies and software features

1.1) Development of web map applications

GRANIT will develop web map applications. Generally speaking, the scope of work for each new web map application will follow the steps outlined below:

1. Identify partner goals and needs to define attributes features for web map application
2. Identify available datasets and web map services
3. Build web map application as needed
4. Provide training and technical support
5. Provide application administration and management

1.2) Hosting, Maintenance & Technical Support

GRANIT will provide hosting, maintenance and support services for completed web map applications and Web Map Services (WMS).

1.3) Research New Technology and Software Features

The vendor (Esri & GeoCortex) software used for web map applications development undergo quarterly updates and releases of significant software feature changes and enhancements. GRANIT will

undertake the research of these new features and their potential deployment into the GIS map applications. This would include producing proof-of-concept modules for review by the GIS Section.

- E. Deliverables Schedule:** Task orders will be developed for the proposed scope of work. Campus shall provide the State line item costs for approval prior to specific task initiation. If needed, change orders will be communicated directly to the UNH-PD, by NHDOT Project Director.
- F. Budget and Invoicing Instructions:** No expenses incurred prior to a notice to proceed will be reimbursed. The Agreement allows for a value of work not to exceed \$70,000. Campus will submit invoices to the State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoice shall be based on actual project expenses 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 60 days of 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. .