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**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



*William Cass, P.E.*  
*Commissioner*

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

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

Bureau of Planning & Community Assistance  
 February 9, 2023

5B

**REQUESTED ACTION**

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

Authorize the Department of Transportation to amend the 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 finalize technical requirements, develop and monitor project schedule, receive preliminary project deliverables and perform quality control, and deliver final imagery to the Department, by extending the completion date from March 31, 2023 to March 31, 2024, effective upon Governor & Council approval. The original agreement was approved by Governor and Council on April 7, 2021, Item #19. Time extension only, no new funding.

**EXPLANATION**

This contract amendment is due to delays in anticipated delivery of the imagery to USGS by the vendor. The anticipated schedule was based on previous delivery schedules of the 2010 and 2015 imagery acquisitions through USGS services. 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).

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, GRANIT. GRANIT will provide services 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).

This amendment to the Agreement is to extend the contract's original completion date to allow GRANIT to effectively complete remaining tasks and continue support to the Department. Of the original \$76,200 amount for this contract, there is a balance of approximately \$ 65,682.53 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 cursive script that reads "William Cass".

William Cass, PE  
Commissioner

GLD/dmp  
Attachments

**AMENDMENT #01 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 4/7/21, item # 19, for the Project titled "New Hampshire Ortho Imagery Collection Managment," 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 03/31/23 with the revised Project End Date of 03/31/24, and Exhibit A, article B is revised to replace the Project Period of 04/07/21 – 03/31/23 with 04/07/21 – 03/31/24.
- 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 #01 to the Cooperative Project Agreement.

By An Authorized Official of:  
University of New Hampshire

Name: Karen Jensen

Title: Director, Pre-Award Compliance

Signature and Date: Karen Jensen Digitally signed by Karen Jensen

Date: 2023.01.23 16:23:43 -05'00'

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

Name: EMILY GOERING

Title: AG

Signature and Date: Emily C. Goering 3/3/23

By An Authorized Official of:  
NH Department of Transportation

Name: Peter Stamnas

Title: Director of Project Development

Signature and Date: Peter Stamnas 2/21/23

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

Name:

Title:

Signature and Date:



Victoria F. Sheehan  
Commissioner

*G+C #19  
Date 4/7/21*  
**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  
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:

	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
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.

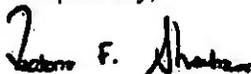
The funding source of Statewide Planning and Research (SPR) Part-1 is 80% Federal Funds with 20% state match. Turnpike toll credit is being utilized for match requirement, effectively using 100% Federal Funds. The Capital Budget Overview Committee approved the use of Turnpike Toll Credits on June 5,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

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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

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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

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Phone: 603-271-7145

**Campus Project Director**

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

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Phone: 603-862-4698

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

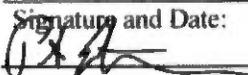
Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

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.

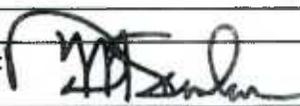
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties 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 15:59:37 -0500

**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 3/9/2021

**By An Authorized Official of:** the New Hampshire Governor & Executive Council  
Name: \_\_\_\_\_ **APR 07 2021**  
Title: \_\_\_\_\_  
Signature and Date: 

**DEPUTY SECRETARY OF STATE**

## EXHIBIT A

- A. Project Title:** New Hampshire 2021 Ortho Collection Management
- B. Project Period:** Governor and Executive 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)

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

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

## 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.**