



# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Planning & Community Assistance November 20, 2020

#### REQUESTED ACTION

Authorize the NH Department of Transportation (NHDOT) to enter into a Sole Source joint funding agreement with the United States Geological Survey (USGS) (Vendor #175772), United States Department of the Interior in an amount not to exceed \$1,050,353.48, for statewide high-resolution aerial orthoimagery, effective upon Governor and Council approval, through June 30, 2023. (72% Federal Funds and 14% Other Funds and 14% Restricted Revenue/Revolving Funds)

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

Department of Transportation	FY 2021	FY 2022	FY 2023
04-96-96-962515-2944 SPR Planning 046-500464 Consultants	\$0.00	\$330,353.48	\$20,000.00
04-96-96-963515-3054 Consolidated Federal (HSIP 046-500464 Consultants	\$400,000.00	\$0.00	\$0.00
Department of Safety 02-23-236510-1395 Bur of Emergency Communication 102-500731 Contracts for Program Services	\$150,000.00	\$0.00	\$0.00
Department of Environmental Services 03-44-442010-12000000 Subsurface Systems 102-500731 Contract for Program Services	\$7,500.00	\$0.00	\$0.00
Department of Environmental Services 03-44-442010-14360000 Terrain Alteration Program 102-500731 Contract for Program Services	\$10,000.00	\$0.00	\$0.00
Department of Environmental Services 03-44-442010- 36420000 Coastal Zone Management 102-500731 Contract for Program Services	\$10,000.00	\$0.00	\$0.00
Department of Environmental Services 03-44-442010-38550000 Wetland Fees 102-500731 Contract for Program Services	\$ 5,000.00	\$0.00	\$0.00

Department of Environmental Services 03-44-442010-39040000 DWGW Trust 102-500731 Contract for Program Services	\$70,000.00	\$0.00	\$0.00
Department of Environmental Services 03-44-443010-91010000 Permit Fee Program 102-500731 Contract for Program Services	\$12,500.00	\$0.00	\$0.00
Department of Environmental Services 03-44-441018-47880000 CWSRF Loan Management 102-500731 Contract for Program Services	\$10,000.00	\$0.00	\$0.00
Department of Environmental Services 03-44-441018-47900000 DWSRF Loan Management 102-500731 Contract for Program Services	\$25,000.00	\$0.00	\$0.00
Total	\$700,000.00	\$330,353.48	\$20,000.00

#### **EXPLANATION**

The Department requests to enter into a joint funding agreement with USGS to obtain statewide high-resolution, six-inch pixel resolution aerial orthoimagery. Orthoimagery will provide aerial photography to the state that is compatible with the State, municipal, and federal Geographical Information Systems (GIS) technologies. The orthoimagery meets the technical requirements and specifications of the Department, and USGS's National Map Program. This program supports efforts among the USGS and other Federal, State, and local transportation planning partners to improve and deliver topographic information for the State and the Nation.

This joint funding agreement is sole source because USGS is uniquely qualified to provide the statewide high-resolution aerial orthoimagery services the Department is requesting. USGS has comprehensive knowledge and experience in orthoimagery data collection and data Quality Assurance and Quality Control (QA/QC). USGS also has strong working relationships with qualified vendors through their Geospatial Product and Service Contracts (GPSC).

The Department will integrate the orthoimagery as a statewide GIS layer for mapping, transportation planning, land use/land cover analysis, wetland evaluation, and general reference. The Department of Safety, Division of Emergency Services & Communications will use the orthoimagery GIS layer to enhance the development and maintenance of their 9-1-1 GIS maps, upgrade the current imagery in NHVIEWW from 2015, improve their ability to support Department of Safety and local public safety agencies planning and operational activities, and provide improved support for emergency management in disaster operational support and recovery. The Department of Environmental Services will use the orthoimagery GIS layer for mapping, environmental planning, studies, and land use/land cover analysis, wetland evaluation, and general reference.

USGS will select a qualified vendor to perform the orthoimagery data collection through their Geospatial Product and Service Contracts (GPSC). USGS will administer third party data QA/QC, and manage data deliverables. The GPSCs are awarded to qualified vendors through federal government solicitation. Current solicitation 09CR14-NoSolicitation was issued March 3, 2009. Qualified consultants are selected in accordance with Public Law 92-528 (Brooks Act) and FAR 36.6 - Architect-Engineering Services, which establishes a qualifications-based selection process, in which contracts for Architectural and Engineering services are negotiated on the basis of demonstrated competence and qualification for the type of professional services required at a fair and reasonable price. Vendor selection is based on the following 6 criteria (1) Professional qualifications necessary for satisfactory performance of required services; (2) Specialized experience and technical competence in the type of work required; (3) Capacity to accomplish the work in the required time; (4) Past performance on contracts with

Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules; (5) Location in the general geographical area of the project and knowledge of the locality of the project and (6) Acceptability under other appropriate evaluation criteria. This process is aligned with the Department's consultant RFP and selection process.

USGS can accomplish this work for a total fee not to exceed \$1,050,353.48 (72% Federal Funds and 14% Other Funds and 14% Restricted Revenue/Revolving Funds). The Department of Transportation, Department of Safety, and Department of Environmental Service will jointly fund this project.

The funding to be used is from several sources. The federal funds portion from the Department of Transportation (\$750,353.48) is Federal Aid (involving SPR Planning (80% Federal, 20% State match) and Consolidated Federal-HSIP (90% Federal, 10% State match). Tumpike toll credit is being utilized for match requirement, effectively using 100% federal funds. The remaining portion (\$300,000.00) is equally from the Department of Safety and Department of Environmental Services.

The Capital Budget Overview Committee approved the use of Turnpike Toll Credits on June 5, 2019, item CAP19-011.

The contract has been approved by the Attorney General as to form and execution and funding for each fiscal year is contingent upon the availability and continued appropriations of funds. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office and subsequent to Governor and Executive Council approval, will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into a contract for professional services as detailed in the Requested Action.

Sincerely,

Robert L. Quinn

Commissioner

NH Department of Safety

Victoria F. Sheehan

Commissioner

NH Department of Transportation

Robert R. Scott

Commissioner

NH Department of Environmental Services

VFS/GLD/dmp Attachments



### United States Department of the Interior

United States Geological Survey
National Geospatial Technical Operations Center

Agreement #:

Customer #:

TIN#:

02-6000618

U.S. Geological Survey 1400 Independence Road Rolla, MO 65401 U.S. Geological Survey PO Box 25046 MS 510 Denver, CO 80225

Fixed Cost: No

### Joint Funding Agreement

For

### 2021 New Hampshire Orthoimagery Acquisition

This	agreement is entered into a	s of the day of		, by the
U.S.	GEOLOGICAL SURVEY,	UNITED STATES DEPARTMEN	IT OF INTE	RIOR party of the first part, and
New	Hampshire Department of	Transportation (NH DOT)		
, part	y of the second part.			
•	,	subject to the availability of approshall be maintained in cooperation	priations and	in accordance with their
a	project to acquire and cond	duct quality assurance on statewide	6-inch high-	resolution digital
C	orthophotography covering	the state of New Hampshire and sel	ected portion	ns of Maine.
	nerein called the program, so USC 50; and 43 USC 50b.	ee attached statement of work. The	USGS legal	authority is 43 USC 36C; 43
	_	l be contributed to cover all of the c program. 2(b) includes In-Kind Ser		
a)	by the party of the first p	art during the period		
	Amount	Date		Date
	\$ 0.00	Date of Last Signature	То	June 30, 2023
<b>b</b> )	by the party of the secon	d part during the period		
	Amount	Date		Date
	\$ 1,050,353.48	Date of Last Signature	То	June 30, 2023
		-		
c)		on other potential partners contribut and funding amounts are projected		
		Participant		Amount
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d) All contributions are subject to the 6% on NET GPSC special rate assessment which will be deducted from the dollar figure in section 2b. This assessment is to cover GPSC (Geospatial Products and Services Contract) program management and oversight.

**Estimated Total of Separate Agreements:** 

e) The National Geospatial Program provides leadership for USGS geospatial coordination, production and service activities. The Program engages partners to develop standards and produce consistent and

\$ 0.00

- accurate data through its National Map Liaisons. Operational support is provided by the National Geospatial Technical Operations Center. These and other Program activities that are essential to the National Spatial Data Infrastructure (NSDI) are managed as a unified portfolio that benefits geospatial information users throughout the Nation.
- f) This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on sixty (60) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Partner. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.
- 3) The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4) The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5) The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6) During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party with compensation to USGS for work performed to that point.
- 7) The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8) Each Party is free to publish the information and data developed in the performance of the statement of work (SOW). The Parties acknowledge that scientific information and data developed using USGS funds or contracts as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in <a href="Survey Manual Chapter 502.4">Survey Manual Chapter 502.4</a>, Fundamental Science Practices: Review, Approval, and Release of Information Products. The USGS is required to provide timely public access to the results of scientific information and data that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in <a href="Survey Manual Chapter 502.7">Survey Manual Chapter 502.7</a>, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including <a href="Data">Data</a> and <a href="Survey Manual Chapter 502.8</a>, Fundamental Science Practices: Review and Approval of Scientific <a href="Data for Release">Data for Release</a>.
- 9) USGS will issue billings utilizing Department of Interior Bill for Collection (form DI-1040). The USGS will submit invoices on a monthly basis, based on actual expenses, independent of product delivery.
  - Payments of bills are due within 60 days of the billing date. If not paid by the due date, interest will be charged at the U.S. Treasury Current Value of Funds Rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)".
- 10) The Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements and resulting deliverables. A copy of the Task Order will be provided to the partner prior to the Request for Proposal.
- 11) Every effort will be made to award contract(s) to complete the objective of this program. However, if the total funding amount is not sufficient to complete the work as described, then adjustments will be made to either obtain additional funding or the project will be re-scoped to the mutual satisfaction of all stakeholders. Partners will be notified of any excess funds after task award: Upon notification, partners have 30 days to choose, in collaboration with USGS, to have excess funds applied to a re-scoped or new task order. If Partners do not make a decision within 30 days, the excess funds will be returned to the Partners.

- 12) If data acquisition cannot be completed during a single season due to unacceptable capture conditions, then it is possible that the remaining AOI would be acquired during the next suitable collection window which may or may not be in the same calendar year.
- 13) If data is to be collected over military properties then DoD clearance may be required. Should unexpected restrictions affect access to data over military properties, then only federal funds will be applied to these areas.
- 14) Data acquired concerning federally recognized Tribal lands may not be published by the USGS if the Tribe objects in writing to public release of any products identified by the Tribe as sensitive protected information resulting from the lidar acquisition over their lands. All other project area data outside of the Tribal lands boundaries will be published. Collected sensitive protected information may be released to specific third parties where written permission is granted to the USGS by affected Tribes conditioned upon that Party agreeing not to distribute the identified sensitive data and (or) information publicly.
- 15) For agreements that are associated with, or become associated with Broad Agency Announcement (BAA) proposals for 3DEP projects prior to BAA selection, the execution of this agreement does not guarantee any commitment of USGS funds, nor does the execution of the agreement constitute greater consideration of any related proposal under the BAA selection process.

## U.S. Geological Survey United States Department of the Interior

## New Hampshire Department of Transportation

Name: Dan Walters

Address: USGS NGP
196 Whitten Rd
Augusta, Maine 04330

Telephone: (207) 776-1293

Email: danwalters@usgs.gov

Partner Point of Contact		
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Address:	NH DOT 7 Hazen Drive P.O Box 483 Concord, NH 03302-0483	
Telephone:	(603) 271-7145	
Email:	GDavison@dot.state.nh.us	

Name: Janet Anselm

Address: 1400 Independence Road, MS 323
Rolla, MO 65401

Telephone: (573) 308-3814

Email: janselm@usgs.gov

	Partner Financial Contact				
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Address:	NH DOT 7 Hazen Drive P.O Box 483 Concord, NH 03302-0483				
Telephone:	(603) 271-7145				
Email:	GDavison@dot.state.nh.us				

#### Signatures and Date

Signature:	DAVID  Digitally signed by DAVID BROSTUEN  Date: 2020.10.16 08:52:13 -06'00'	Signature:	Peter E. Stamnas Digitally services Date: 202 13:51:33	Stamnas 1.01.20
Date:		Date:		
Name:	David A. Brostuen	Name:	Peter E. Stamnas	
Title:	Acting Director, USGS-NGTOC	Title:	Director of Project Developm	nent

## Joint Funding Agreement Signature Addendum

### U.S. Geological Survey

### U.S. Department of the Interior

### New Hampshire

### Department of Transportation

Signature	DAVID BROSTUEN	Digitally signed by DAVID BROSTUEN Date: 2020.10.16 09:06:07 -06'00'	Signatu	re () * #
Date			Date	1/20/21
Name	David A. Brostu	en	Name	Peter E. Stamnas
Title	Acting Director.	USGS-NGTOC	Title	NHDOT - Director of Project Development
				Approval Attorney General
				(Form, Substance, Execution)
Signature	full	My	Signatur	e Allison B. Greenstein
Date	11/25/2	<u>'</u> 0	Date	1/20/2021
Name	RICHMAN C. B	may In	Name	Allison Greenstein
Title	ASST Com	niceuro	Title	Assistant Attorney General
				Approval by the Governor
				and Executive Council
Signature			Signaturo	
Date			-	
-	7		Date	
Name _	•		Name	
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#### STATEMENT OF WORK

#### 2021 New Hampshire Orthoimagery Acquisition

#### 1. Purpose

The United States Geological Survey (USGS) and New Hampshire Department of Transportation (NHDOT) will collaborate to acquire and conduct quality assurance on statewide high-resolution digital orthophotography covering the state of New Hampshire and extended to portions of Maine to capture the three (3) bridges that cross between New Hampshire and Maine and the Isle of Shoals. The area covered by this agreement is 9,692 square miles, representing a 1000' buffer around the State of New Hampshire (see Section 5) with full 5,000 x 5,000 ft tiles of 6in orthoimagery.

#### 2. General Terms

USGS will select a qualified contractor to perform the high-resolution digital imagery data collection and processing and data quality control (QA/QC) via the Bureau's Geospatial Product and Service Contract (GPSC). GPSC task orders are awarded to qualified contractors through federal government solicitation. Qualified contractors are selected for base contract award in accordance with Public Law 92-528 (Brooks Act) and FAR 36.6 - Architect-Engineering Services, which establishes a qualifications-based selection process, in which contracts for Architectural and Engineering services are negotiated based on demonstrated competence and qualification for the type of professional services required.

Contractor selection is based on the following 6 criteria:

- (1) Professional qualifications necessary for satisfactory performance of required services;
- (2) Specialized experience and technical competence in the type of work required;
- (3) Capacity to accomplish the work in the required time;
- (4) Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules;
- (5) Location in the general geographical area of the project and knowledge of the locality of the project and;
- (6) Acceptability under other appropriate evaluation criteria.

Level of effort is negotiated on each task order issued under the base contracts. This process is aligned with the Department's consultant RFP and selection process.

The Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements and resulting deliverables. A copy of the Task Order will be provided to the partner.

#### **USGS will:**

- Execute separate funding agreements with partners as shown in Section 2 of the JFA in support of the total project cost.
- Prepare a Task Order for agreed upon products and services.
- Prepare a Task Order for agreed upon data quality assurance and quality control (QA/QC) services.
- Serve as Government Point of Contact during the full period of the agreement.
- Require that all land surveys conducted in support of this project be performed under the supervision
  of a qualified professional land surveyor.
- Provide Quality Assessment Reports from QAQC Task Order and distribute to relevant project Points of Contact.
- Return data to contractor as needed for error correction/rework.

#### Partner will:

- Provide funding for the project as described in Section 2 of the JFA.
- Shall pay contract project costs plus applicable GPSC assessment fee which is calculated by USGS as 6% of the contracted project cost, not to exceed the amount specified in the JFA.
- Assist the USGS NGTOC in resolving project issues as needed and appropriate.
- Provide available information, including informal observations from interested parties, on ground conditions to facilitate project flight planning.

#### 3. Specifications and Deliverables

Unless otherwise stated all specifications and deliverables will meet or exceed the U.S. Geological Survey Digital Ortholmagery Guidelines and Base Specification, v1.0. <a href="http://pubs.usgs.gov/tm/11/b5">http://pubs.usgs.gov/tm/11/b5</a>).

#### **General Requirements**

The project requires 4 band aerial imagery of the primary study area. The delivered imagery shall meet the following specifications.

#### **Environmental Conditions:**

- $\triangleright$  Season: Spring leaf-off and snow-out season of 2021 (4/1 5/1)
- > Sun Angle: A sun angles greater than 30°.
- > Clouds and Haze: Clouds, cloud shadows and haze will not be accepted.
  - o Acquisition may occupy an additional season if necessary to ensure there are no occurrences of cloud or haze in the data.
  - The use of low altitude sensors is preferred to increase the likelihood of cloud and haze free conditions.
- Streams and rivers must be within their banks. No flooding conditions.
- > NHDOT will be provided a copy of the final task order, to include schedules and deadlines. Delivery on an external hard drives, one set to NHDOT, the other to GRANIT.

#### **Imagery Specifications:**

> The horizontal spatial accuracy of the imagery shall be within +/- 2.5 feet CE95 of position on the ground. Orthoimagery shall meet or exceed this as defined by the FGDC Geo-positioning Accuracy

- Standards, part 3: National Standard for Spatial Data Accuracy (http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part3/chapter3).
- Color balancing shall be performed on each tile with as little loss of original data as possible. Any enhancements that may be deemed radical shall be detailed in the Final Report. In addition, a full seamless individual mosaic shall then be produced and used for visual assessment of the radiometric processing. This mosaic will also be part of the delivery package.
- > Each band of imagery shall be delivered as no less than 8-bit binary data. The True Color Imagery will consist of 24 bit red, green, blue (RGB) imagery. Infrared bands will be in the near infrared wavelengths of the spectrum, preferably 835-885 nm.
- > The imagery shall be processed to remove atmospheric effects such as haze and to highlight the spectral response of submerged areas.
- > The imagery shall have a minimal exposure variation between adjacent flight lines.
- > The 4-band imagery shall be tiled and named per the partner tile schema. Tiling scheme and naming convention to be provided by the partner. A small buffer (~100 m) shall be produced with each tile to prevent gaps in coverage. The tiles shall be in GeoTIFF format.
- > The contractor shall capture the imagery at a spatial resolution (pixel size) of 0.5 feet x 0.5 feet.
- > Two formats will be required; uncompressed GeoTIFF with a projection file, and a tile-based MrSID version using the same index as the TIFFs in a Gen4 version.
- > The tile naming convention, tile size and tile index will be the same as the as the 2010 & 2015 NH statewide orthoimagery (Section C.1.b (vii)(b) & C.1.b (viii)(b) of the NH 2010 Task Order Specifications)
- > The imagery shall be delivered in New Hampshire State Plane Coordinate System, NAD83 HPGN, US
- > Area of Coverage: Flight area shown on attached map.
- > Horizontal Datum: Horizontal NAD83 HPGN.
- > Vertical Datum: NAVD88 using the Geoid model 18 from the National Geodetic Survey (NGS) assuming there are no compatibility issues with NH state plane NAD83 spatial projection. Data to be delivered in orthometric heights.
- > Alignment: Misalignment of transportation features between adjacent image chips/tiles shall not exceed 3 times the GSD.
- > All orthoimagery shall have 95% (NSSDA Confidence Interval) of all well-defined points tested fall within the specified distance listed below of true ground.

#### **Project Deliverables:**

- Delivery will include tile-based uncompressed GeoTIFFs and a MrSid Gen4 version, and a MrSID Gen4 mosaic.
- Survey Control Report, Survey Checkpoints, QA/QC Assessment Project Report, project level and tilebased Metadata (based on New Hampshire provided sample text), Tile Indexes.
- Data to be delivered to the partners, NHDOT and GRANIT, on separate External Hard Drives.

USGS does not perform Quality Assurance and Quality Control (QA/QC) for orthoimagery acquisitions or derived products or services. QA/QC of these will be the responsibility of the partner if no task order for 3<sup>rd</sup>

party QA/QC is issued as part of this work. If any issues with the products or services are found by the partner within one year of data delivery USGS will pursue corrections on behalf of the partner.

USGS reserves the right but does not commit to publishing these additional products and services.

#### 4. Contacts

USGS Administrative Contact		Partner Administrative
		Contact:
Walter Kloth	Name	Glenn Davison
GPSC Project Planning		NH DOT
P.O. Box 25046, MS 510	Address	7 Hazen Drive P.O Box 483
Denver, CO 80225-0046		Concord, NH 03302-0483
303-202-4334	Telephone	603-271-7145
wkloth@usgs.gov	_E-Mail	GDavison@dot.state.nh.us
USGS Financial Contact:		Partner Financial Contact:
Jim Almekinder	Name	Glenn Davison
Agreements Lead		NH DOT
P.O. Box 25046, MS 510	Address	7 Hazen Drive P.O Box 483
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USGS Technical Contact:	· ·	Partner Technical Contact:
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CPT POC		NH DOT
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jwinehouse@usgs.gov	E-Mail	GDavison@dot.state.nh.us
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	<u> </u>	University of New Hampshire
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	Telephone	603.862.4698
	E-Mail	david.justice@unh.edu
	<del></del>	
USGS Liaison		Partner Data Delivery:
Dan Walters	Name	Glenn Davison
USGS NGP		NH DOT
196 Whitten Rd	Address	7 Hazen Drive P.O Box 483

Augusta, Maine 04330		Concord, NH 03302-0483
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danwalters@usgs.gov	E-Mail	GDavison@dot.state.nh.us

#### 5. Appendix A – Project Area Map

