



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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JEFF BRILLHART, PE
ACTING COMMISSIONER

Bureau of Planning and Community Assistance
March 26, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize, the Department of Transportation to enter into a sole source Cooperative Project Agreement (CPA) with the University of New Hampshire (UNH), Complex Systems Research Center (Vendor #177867) of Durham, New Hampshire to administer the acquisition of statewide high resolution orthorectified aerial imagery and deliverables to the Department for a fee not to exceed \$72,707.00, effective upon Governor and Council approval through June 30, 2017. 100% Federal funds.

Funding is available as follows for FY 2015 and is contingent upon the availability and continued appropriations of funds for FY 2016 and FY 2017.

Table with 4 columns: Description, FY 2015, FY 2016, FY 2017. Row 1: 04-96-96-962515-2944 SPR Planning funds. Row 2: 046-500464 Gen Consultants Non-Benefit \$10,000.00 \$52,707.00 \$10,000.00

EXPLANATION

The Department requests this sole source CPA 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 knowledgeable 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 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 orthoimagery services (approved by Governor and Executive Council on January 14, 2015 - Item # 9).

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. A copy of all final imagery and associated documentation will be delivered to the Department by GRANIT staff. 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 Agreement has been approved by the Attorney General as to form and execution and 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, the Agreement will be on file at the Department of Transportation.

Respectfully,



David J. Brillhart, P.E.
Acting Commissioner

GLD/dmp

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 **6/30/17**. 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: **Coordination of FY15 Imagery Acquisition**

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

State Project Administrator

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

Phone: 603-271-7145

Campus Project Administrator

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

Phone: 603-862-1942

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

State Project Director

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

Phone: 603-271-7145

Campus Project Director

Name: Fay Rubin
 Address: UNH Earth Systems Research Center
Morse Hall
39 College Road
Durham, NH 03824

Phone: 603-862-4240

F. Total State funds in the amount of \$72,707 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, 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:

[Handwritten Signature] 3/16/15

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

Name: John Conforti

Title: Assistant Attorney General

Signature and Date:

[Handwritten Signature] 4/8/15

By An Authorized Official of:

NH Department of Transportation

Name: William Cass

Title: Director of Project Development

Signature and Date:

[Handwritten Signature] 3/23/15

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

Name:

Title:

Signature and Date:

EXHIBIT A

A. Project Title: Coordination of FY15 Imagery Acquisition

B. Project Period: March 1, 2015 - June 30, 2017

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. Finalize Project Requirements

Campus Project Director and staff will coordinate with USGS staff to review and finalize technical requirements of the contract with the aerial imagery vendor. The project requirements and deliverables will generally be similar to those identified for the 2010 statewide image collection cycle. Requirements will be for 1-ft. resolution, 4-band orthorectified imagery covering the state of New Hampshire and a modest buffer (typically 1,000 ft.). Associated deliverables will include the source stereo image files, FGDC-compliant metadata, a tile index shapefile, and compressed (MrSID) versions of the orthorectified image tiles.

II. Develop and Monitor Project Schedule

Campus 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. The contract will require biweekly or monthly reporting; GRANIT will review these periodic reports to assure that the contractor is complying with the agreed-upon schedule, and will monitor all data deliveries .

III. Receive Preliminary Project Deliverables from Vendor and Perform QA/QC

Campus 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 USGS 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 spatial accuracy assessment on a minimum of 5 tile locations/delivery lot, where the assessment will be based on comparing the new imagery to imagery in existing archives; and 3) conduct a rapid assessment of the 2015 imagery relative to the 2010 imagery and report to DOT any findings relative to georeferencing. If required to support the spatial assessment(s), DOT will conduct any field data collection required.

IV. Receive, Archive, and Distribute Final Imagery

Campus 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) Web Mapping Services (WMS) to provide online access to the imagery; b)

Incorporation of the WMS in GRANITViewII, the online data viewing tool; c) 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 d) 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. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	36,180	0	36,180
2. Employee Fringe Benefits	13,930	0	13,930
3. Travel	0	0	0
4. Supplies and Services (computer use and hard drives/media)	2,500	0	2,500
5. Equipment	0	0	0
6. Facilities & Admin Costs	20,097	0	20,097
Subtotals	72,707	0	72,707
Total Project Costs:		72,707	

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 .