



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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April 29, 2019

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend a **SOLE SOURCE** Cooperative Project Agreement (PO# 1056224) with the University of New Hampshire, Sponsored Programs Administration (VC #177867-BO46), Durham, NH, for the Statewide LiDAR Dataset Management and Distribution project, by extending the project completion date to June 30, 2020 from June 30, 2019. The original agreement was approved by the Governor and Council on June 7, 2017, item 94. No additional funding is requested in this amendment. 100% Wetlands Funds.

EXPLANATION

NHDES requests authorization to amend an existing **SOLE SOURCE** Cooperative Agreement with the University of New Hampshire, Sponsored Programs Administration to provide additional time to complete the project. This no-cost extension is necessary because several tasks related to LiDAR data processing were not able to be completed within the expected timeframe as a result of unavoidable delays in the acquisition and delivery of the requisite data sources by a third party. Unfavorable weather and ground conditions at critical times throughout the 2-year project period prevented their timely acquisition of the final remaining area of LiDAR data needed for statewide coverage. Without these data, the full set of statewide derivative products that are the deliverables for this project could not be created. LiDAR data for the target area has since been collected and delivery to the Cooperator is imminent.

The purpose of this project is to upgrade the GRANIT LiDAR web-based distribution system by adding functionality and making the interface more intuitive so that the full suite of data products is easier to find, access, and use. Enhanced public access to LiDAR data will reduce costs of engineering new roadway designs, stormwater management infrastructure, and other land development projects. LiDAR derived elevation contours at a 2-foot interval and a digital surface model representing LiDAR first returns are among the deliverables being created from the statewide LiDAR dataset. To date \$89,777.06 of the original grant amount of \$100,000 has been spent.

The agreement has been approved as to form, substance, and execution by the Office of the Attorney General.

Respectfully submitted,

Robert R. Scott
Commissioner

**AMENDMENT #01 to
COOPERATIVE PROJECT AGREEMENT**

between the
STATE OF NEW HAMPSHIRE, Department of Environmental Services
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 6/7/17, item # 94, for the Project titled "NH GRANIT LIDAR Data Management," Campus Project Director, **Fay Rubin**, 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 **06/30/19** with the revised Project End Date of **06/30/20**, and Exhibit A, article B is revised to replace the Project Period of **06/07/17 – 06/30/19** with **06/07/17 – 06/30/20**.
- 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: Manager, Sponsored Programs Administration

Signature and Date:  4/19/19

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

Name: Gordon P. Landrigan

Title: Assistant Attorney General

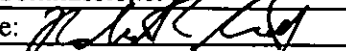
Signature and Date:  5/2/19

By An Authorized Official of:

NH Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date:  4-30-19

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:**
- B. Project Period:** 06/07/17-06/30/20
- C. Objectives:**
- D. Scope of Work:**
- E. Deliverables Schedule:**
- F. Budget and Invoicing Instructions:**