



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
October 11, 2017

Sam
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REQUESTED ACTION

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

Authorize the Department of Transportation to amend PO# 4005776 with the University of New Hampshire, Civil Engineering Department, Durham, New Hampshire (Vendor # 177867) to deliver a model to effectively inventory, and assess condition of assets for data driven planning and performance management, by extending the completion date from December 31, 2017 to June 30, 2018, effective upon Governor & Executive Council approval. The original agreement was approved by Governor and Executive Council on February 25, 2015, Item #22 and amended for a one (1) year time only extension on February 01, 2017, Item #23. Time extension only, no new funding.

EXPLANATION

In accordance with the streamlined contract and grant award process, approved by Governor and Executive Council on November 13, 2002, the Department of Transportation entered into a Cooperative Project Agreement with the University of New Hampshire Civil Engineering Department, Technology Transfer Center (T2@UNH). T2@UNH will deliver a model to effectively inventory and assess condition of assets for data driven planning and performance management critical for the Department's asset management efforts, as well as, for planning commissions, municipalities, and other state agencies.

The goal of the Statewide Asset Data Exchange Service (SADES) is to facilitate structured asset data collection efforts to coordinate statewide data collection initiatives. The T2@UNH will develop data collection specifications, provide training for data collectors, provide technical support and develop, and manage an on-line data repository compatible with the State's Geographical Information Systems (GIS). This contract amendment is due to delays in advancements of approved work tasks to ensure the SADES asset inventory data coincided with the implementation of the Department's new Strategic Plan for asset management and coordination of asset information through the organizational structure at the tactical and strategic levels (Data and Systems, Policy and Records, Performance, Inventory and Work Orders). Accomplishments include development, maintenance, and support for the critical transportation infrastructure including stream crossings (culverts), roadside restraint systems (guardrails), and public access ways infrastructure (sidewalks, curb ramps, and pedestrian signal equipment) to support federal regulated requirements under the American Disability Act (ADA). SADES supports local pavement infrastructure through the Road Surface Management System (RSMS) program developed and managed by T2@UNH to support the Department's community assistance programs. To effectively and

uniformly collect this type of data on a statewide level, developing a structure that provides specifications, methods, training, and data exchange services for all stakeholders is essential.

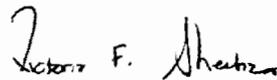
The contract is an on-call agreement to continue the technical support, enhancements, and training for existing asset inventories. The funding source(s) are allocated to the approved work task orders.

This amendment to the Agreement is to extend the contract's original completion date to allow T2@UNH to effectively complete remaining tasks and continue support for the project. Of the original \$510,000 amount for this contract, there is a balance of approximately \$80,000 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 Executive 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,



Victoria F. Sheehan
Commissioner

VFS/GLD/dmp
Attachments



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



22

JEFF BRILLHART, P.E.
ACTING COMMISSIONER

Bureau of Planning & Community Assistance
January 9, 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** Agreement with the University of New Hampshire, Civil Engineering Department (Vendor 177867) of Durham, New Hampshire for a total fee not to exceed \$510,000. This Agreement is to provide statewide asset data management, development, technical support and data collection services for the Statewide Asset Data Exchange Service (SADES) project, effective upon Governor and Council approval, through December 31, 2016. 100% Federal Funds.

Funding is available as follows for FY 2015, and is contingent upon the availability and continued appropriation of funds in FY 2016 and 2017:

04-096-96-963515-3054	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
Consolidated Federal Aid	\$140,000	\$255,000	\$115,000
046-500464 Gen Consultant Non-Benefit			

The Consolidated Federal Fund, AU 3054, is utilized at this time to encumber funds for this request. Actual funding sources will be determined by each particular task order incurring expenses as a result of this request.

EXPLANATION

The Department requests this **sole source** contract between the Technology Transfer Center at the University of New Hampshire (T2@UNH) because T2@UNH is federally designated as a Technology Transfer Center, under the Federal Highway Administration's (FHWA) Local Technical Assistance Program (LTAP), effective August 18, 1986. T2@UNH operates the primary continuing education program in the state for local road managers, crews, and public officials. Additionally, T2@UNH administers special projects targeting municipal asset inventories, infrastructure maintenance, and improvement management that directly tie to regional and statewide efforts as well. T2@UNH has a long history of successful data collection and management projects it would be uniquely suited to facilitate this process. Most recently, T2@UNH has developed, and is currently managing the New Hampshire Statewide Mosaic Parcel Map (Mosaic). Mosaic integrates parcel and assessing data from 235 taxing jurisdictions into a single uniform data set.

This contract will provide the ability for the Department to effectively inventory, and assess the condition of assets for data driven planning and performance management critical for the Department's asset management efforts, as well as for planning commissions, municipalities, and other state agencies. The goal of SADES is to facilitate structured asset data collection efforts to coordinate statewide data collection initiatives. The T2@UNH will develop data collection specifications, provide training for data collectors, provide technical support, and develop and manage an on-line data repository compatible with the State's Geographical Information Systems (GIS).

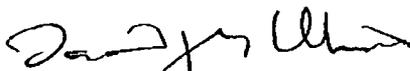
Around New Hampshire, state, regional, and local governments are in various stages of data collection initiatives. For transportation, a primary focus of these initiatives is critical infrastructure such as drainage (culverts), roadside restraint systems (guardrails) and public access ways (sidewalks & crosswalks). To effectively and uniformly collect this type of data on a statewide level, developing a structure that provides specifications, methods, training, and data exchange services for all stakeholders is essential.

The contract will be an on-call agreement with initial task orders to continue the technical support, enhancements, and training for existing asset inventories (Culverts and sidewalks/curb ramps), developed through a pilot project conducted by T2@UNH. Based on the pilot, the Department realized the effectiveness and efficiencies of the SADES program to collect and manage asset data to support asset management strategies. Additional task orders will follow to develop new asset inventories based on needs and priorities of the Department. The funding source(s) will be determined based on the scope of the individual task orders.

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, 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 enter into an Agreement for consulting services as outlined above.

Sincerely,



David J. Brillhart
Acting Commissioner

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, 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 12/31/16. 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: Technology Transfer Center (T2 Center) - Statewide Asset Data Exchange Service (SADES)

- 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: NHDOT
Bureau of Planning & Comm. Assist.
PO Box 483, 5 Hazen Drive
Concord, NH 03302-0483
Phone: 603-271-3151

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: NHDOT
Bureau of Planning & Comm. Assist.
PO Box 483, 5 Hazen Drive
Concord, NH 03302-0483
Phone: 603-271-3151

Campus Project Director

Name: Charles Goodspeed
Address: University of New Hampshire
Kingsbury Hall
33 Academic Way
Durham, NH 03824
Phone: 603-862-1443

F. Total State funds in the amount of \$510,000 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. 28293 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) B 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:

Added: Campus agrees not to incur any billable project costs prior to receiving a notice to proceed from NHDOT.

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.

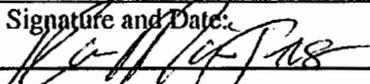
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties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

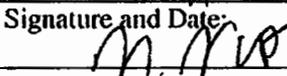
Title: Manager, Sponsored Programs Administration

Signature and Date:  12/24/14

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

Name: John J. Conforti

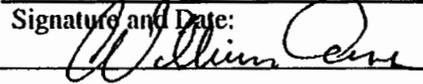
Title: Assistant Attorney General

Signature and Date:  1/29/15

By An Authorized Official of:
State of New Hampshire Department of Transportation

Name: William J. Cass, P.E.

Title: Director of Project Development

Signature and Date:  12/31/14

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

Name: DEPUTY SECRETARY OF STATE

Title: FEB 25 2015

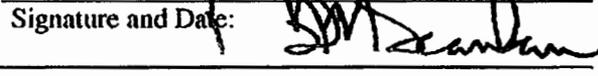
Signature and Date: 

EXHIBIT A

A. **Project Title:** Technology Transfer Center (T2 Center) - Statewide Asset Data Exchange Service (SADES)

B. **Project Period:** 1/5/2015 – 12/31/2016

C. **Objectives:** The services required under this agreement shall generally include, but are not limited to the following:

- 1) **Specifications and Collection:** Facilitate the development of standard “core” data set based on common needs of stakeholders (DOT, RPCs, municipalities, and other state agencies). Develop data collection menus for field collection based on the standard data sets.
- 2) **Training and Support:** Develop and conduct classroom and field training for specific asset inventory classes. Provide customer help services to support data collection and access to inventory data sets in SADES.
- 3) **Compilations & Hosting:** Provide services to collect and compile data from stakeholders in a central on-line data repository.
- 4) **Business process integration:** Develop quality assurance and quality control routines to ensure data reliability and accuracy based on stakeholder inputs. Facilitate the development or enhancements of stakeholder’s data processes to incorporate asset inventory data sets in SADES.
- 5) **Data Integration:** Provide conversion and reformatting services to convert existing data sets (paper or electronic) to the core standards and integrate the data sets into SADES.
- 6) **Collection of Field Data:** Provide resource for field collection of asset data. Coordinate stakeholder resources to collect requested asset data based on established priorities.
- 7) **Management and Coordination:** Management of on-line central data repository (ArcGIS On-Line) and processes. Develop and support processes that provide efficiencies in maintaining, managing, and accessing asset inventory data sets.

D. Scope of Work:

Description of Services:

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

- Facilitation of asset and data management stakeholders for the transportation infrastructure including roadways, bridges, roadside safety structures.
- Training and support for office data management and remote asset inventory collection.
- Information technology for electronic data collection and web hosting.
- Business analysis for data quality assurance and quality control procedures.
- Technical Engineering for GIS
- Project and Program Administration.

Scope of Work:

Provide the ability for the State to effectively inventory, and assess the condition of assets for data driven planning and, performance management, critical for the State's asset management efforts, as well as, for planning commissions, municipalities, and other state agencies. The goal of SADES is to facilitate structured data collection efforts to coordinate statewide data collection initiatives. Develop data collection specifications, training for data collectors, technical support, and an on-line data repository compatible with the State's Geographical Information Systems (GIS).

This project agreement is for an on-call agreement with initial task orders to continue the technical support, enhancements, and training for existing asset inventories including, culverts and sidewalks/curb ramps, developed through a pilot project conducted by Campus. The State will assign additional tasks orders with specific deliverables to develop new asset inventories based on needs and priorities.

- E. Deliverables Schedule:** The State, through a working group will issue requests for work, which include a detailed description of the project or elements of work, and an outline of the services required. Campus shall submit to the State for approval a scope of work and fee proposal that includes the names of all personnel to be assigned to the task order and a tentative work schedule. The State will review Campus's proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, assigned personnel, number of work hours needed, and other associated costs in order to establish the final not-to-exceed or lump-sum amount for the task order.

Upon approval of the State will issue a task order authorization to proceed letter.

Campus will not request cost reimbursements associated with the preparation of a scope of work and fees.

Any change to the approved task order, specifically relating to budget and schedule will require approval by the State.

- F. Budget and Invoicing Instructions:** This Agreement allows for a value of work not to exceed \$510,000.00. The cost for individual assignments will be negotiated on a case-by-case basis in accordance with the Master Agreement for Cooperative Projects between State and Campus.

Campus will submit invoices to State on regular Campus invoice forms accompanied by the reports or other deliverables for tasks completed according to the schedule specified in each assignment. State will pay campus within 30 days of receipt of each invoice. Campus will submit its final invoice no later than 75 days after the Project Period end date.

FY 2015	FY 2016	FY 2017	Total
\$140,000	\$255,000	\$115,000	\$510,000

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



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Bureau of Planning & Community Assistance
December 15, 2016

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

REQUESTED ACTION

Authorize the Department of Transportation to **retroactively** amend PO# 4005776 with the University of New Hampshire, Civil Engineering Department (Vendor #177867) of Durham, NH to deliver a model to effectively inventory, and assess condition of assets for data driven planning and performance management, by extending the completion date from December 31, 2016 to December 31, 2017, effective upon Governor & Council approval. The original agreement was approved by Governor and Council on February 25, 2015, Item #22. Time extension only, no new funding.

EXPLANATION

This contract amendment is **retroactive** due to complexities in resolving the University's financial invoicing for the non-standard on-call agreement utilized by this contract and to fully account for all expenditures in accordance with State and Federal requirements.

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 Civil Engineering Department, Technology Transfer Center (T2@UNH). T2@UNH will deliver a model to effectively inventory, and assess condition of assets for data driven planning and performance management critical for the Department's asset management efforts, as well as for planning commissions, municipalities, and other state agencies.

The goal of the Statewide Asset Data Exchange Service (SADES) is to facilitate structured asset data collection efforts to coordinate statewide data collection initiatives. The T2@UNH will develop data collection specifications, provide training for data collectors, provide technical support, and develop and manage an on-line data repository compatible with the State's Geographical Information Systems (GIS).

Accomplishments include development, maintenance, and support for the critical transportation infrastructure including stream crossings (culverts), roadside restraint systems (guardrails), and public access ways infrastructure (sidewalks, curb ramps, and pedestrian signal equipment) to support federal regulated requirements under the American Disability Act (ADA). SADES supports local pavement infrastructure through the Road Surface Management System (RSMS) program developed and managed by T2@UNH to support the Department's community assistance programs. To effectively and uniformly collect this type of data on a statewide level, developing a structure that provides specifications, methods, training and data exchange services for all stakeholders is essential.

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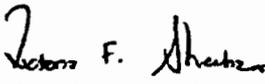
The contract is an on-call agreement to continue the technical support, enhancements and training for existing asset inventories. The funding source(s) will be determined based on the scope of the individual task orders.

This amendment to the Agreement is to extend the contract's original completion date to allow T2@UNH to effectively complete remaining tasks and continue support for the project. Of the original \$510,000 amount for this contract, there is a balance of approximately \$184,683.66 remaining (100% Federal funds). The remaining funds are contributed to cost saving in staff and work efficiencies.

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,


Victoria F. Sheehan
Commissioner

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 2/25/15, item # 22, for the Project titled "**Technology Transfer Center (T2 Center) - Statewide Assessment Data Exchange Service (SADES)**," Campus Project Director, **Charles Goodspeed**, 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 **12/31/2016** with the revised Project End Date of **12/31/2017**, and Exhibit A, article B is revised to replace the Project Period of **1/5/15 – 12/31/16** with **1/5/15 – 12/31/17**.
- 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 **Karen Rooney**.
- 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.

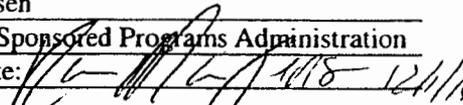
IN WITNESS WHEREOF, the following parties agree to this **Amendment #1** to the Cooperative Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Karen Jensen

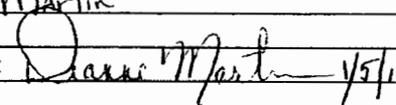
Title: Manager, Sponsored Programs Administration

Signature and Date:  12/1/16

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

Name: Dianne Martin

Title: AAG

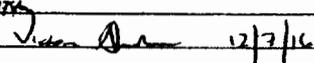
Signature and Date:  1/5/17

By An Authorized Official of:

NHDOT

Name: Victoria Syre Hall

Title: Commissioner

Signature and Date:  12/7/16

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:**
- B. Project Period:** 1/5/2015-12/31/2017
- C. Objectives:**
- D. Scope of Work:**
- E. Deliverables Schedule:**
- F. Budget and Invoicing Instructions:**

AMENDMENT #2 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 **2/25/15**, item # **22**, for the Project titled "**Technology Transfer Center (T2 Center) - Statewide Assessment Data Exchange Service (SADES)**," Campus Project Director, **Charles Goodspeed**, 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 **12/31/17** with the revised Project End Date of **6/30/18**, and Exhibit A, article B is revised to replace the Project Period of **2/25/15 – 12/31/17** with **2/25/15 – 6/30/18**.
- 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.

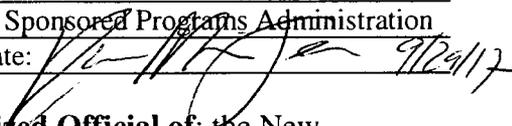
IN WITNESS WHEREOF, the following parties agree to this **Amendment #2** to the Cooperative Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Karen Jensen

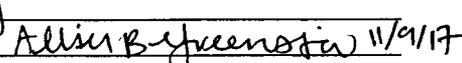
Title: Manager, Sponsored Programs Administration

Signature and Date:  9/29/17

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

Name: Allison Greenstein

Title: Attorney

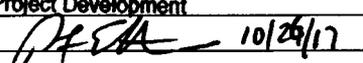
Signature and Date:  11/9/17

By An Authorized Official of:

NHDOT

Name: PETER STAMNAS

Title: Director of Project Development

Signature and Date:  10/26/17

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. **Project Title:**
- B. **Project Period:** 2/25/15 - 6/30/18
- C. **Objectives:**
- D. **Scope of Work:**
- E. **Deliverables Schedule:**
- F. **Budget and Invoicing Instructions:**