



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



22J Sam

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Materials & Research
March 23, 2020

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

REQUESTED ACTION

1. Authorize the Department of Transportation to utilize remaining prior approved Capital Funds with ExeVision, Inc., Orem, UT, Vendor #261357, for replacing and upgrading the Department's computer software based Project Development and Construction Management Systems, effective upon Governor and Council approval, through September 30, 2023. No new funding. 100% State Bonded Capital Funds.

Funds to support this request are available in the following account in State FY 2021, and funding is contingent upon the availability and continued appropriation of funds in State FY 2022 and State FY 2023, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

Table with 4 columns: Account Number, FY 2021, FY 2022, FY 2023. Row 1: 04-96-96-960030-79870000 Capital Funds. Row 2: 034 500099 Major IT Systems with values \$153,093.00, \$150,000.00, \$150,000.00.

2. Further, authorize the Department of Transportation to amend Contract #7001472, with ExeVision, Inc., Orem, UT, Vendor #261357, by exercising a renewal option for the Department's computer software based Project Development and Construction Management Systems, by increasing the total amount payable by \$1,558,917.00 (from \$4,255,853.00 to \$5,814,770.00) and extending the completion date from April 30, 2020 to September 30, 2023 for the continued support, maintenance, and hosting of the Department's computer software based Project Development and Construction Management Systems, effective upon Governor and Council approval. 100% DoIT Other Funds (Transfer from DOT)

Funds to support this request are available in the following account in State FY 2020, and FY2021, and are contingent upon the availability and continued appropriation of funds in FY 2022 and FY 2023, with the ability to adjust encumbrances between State Fiscal Years if needed and justified:

Table with 5 columns: Account Number, FY 2020, FY 2021, FY 2022, FY2023. Row 1: 010-003-76960000-IT for Transportation. Row 2: 038-509038 Agency Application Software Activity Code: 03960020 with values \$145,121.00, \$457,415.00, \$471,124.00, \$485,257.00.

3. Further, authorize that a contingency in the amount of \$287,867.00 be approved for payment of latent conditions, which may appear during the implementation of the project.

010-003-76960000-IT for Transportation	<u>FY 2020</u>
038-509038 Agency Application Software	
Activity Code: 03960020	\$287,867.00

**EXPLANATION**

This is a joint contract by DoIT and DOT with ExeVision. The new funding (shown above) for this contract is with DoIT directly into their Class 038 (Software), and will be part of the transfer to DoIT from DOT's Class 027 (Transfers to DoIT).

On October 15, 2014, the Governor and Council authorized the original agreement (Item #20; copy of Resolution attached) in the amount of \$3,260,000.00, and on June 7, 2017 (Item #45; copy of Resolution attached) authorized an amendment to exercise a renewal option in the agreement by increasing the total amount payable by \$995,853.00 (from \$3,260,000.00 to \$4,255,853.00), and on September 18, 2019 (Item #5A; copy of Resolution attached) authorized a time extension to provide and install new Project Development System that includes: Construction Management, Materials Management, and Labor Compliance modules. The new system allows the Department to electronically create project estimates, advertise contracts, pre-qualify contractors, and electronically receive contractor bids. This system will also allow the Department to process contractor progress payments (totaling many million dollars), track contractor payments, collect material test results and record activities throughout the life of highway and bridge construction projects. As part of this project, the Department's older Project Estimating, Bidding, Construction Management, Laboratory Information, and Labor Compliance/Civil Rights systems are being or have been replaced with newer technology resulting in time savings, increased efficiencies, information systems availability, and, most significantly, elimination of the risk of system failure. The failure of existing systems to function electronically would result in a monumental manual effort on the part of DOT employees to perform these same functions. The remaining, prior approved and authorized Capital Funds are included in this request for clarity and consistency and will support final development and completion of remaining system modules.

Continuing with the ongoing support, maintenance, and hosting of this software meets the Department's critical business needs. ExeVision, Inc. is responsible for all aspects of the project, including, but not limited to: the design, development, installation, implementation, testing, hosting, training, and support of the automated Project Development System.

The Department has annual options to extend the agreement for ongoing software support and maintenance. This amended agreement has been approved by the Attorney General as to form and execution. The Department of Information Technology (DoIT) has reviewed and approved the amended agreement. Copies of the fully-executed amended agreement are on file at the Secretary of State's Office and the Department of Administrative Services Office, 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 as outlined above.

Sincerely,



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Victoria F. Sheehan  
Commissioner  
Department of Transportation



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Denis Goulet  
Commissioner  
Department of Information Technology

DoIT ID # 2014-080C  
DoIT RID #50066  
Attachments



Denis Goulet  
Commissioner

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access 1-800-735-2964  
www.nh.gov/doi

March 25, 2020

Victoria F. Sheehan  
Commissioner  
Department of Transportation  
State of New Hampshire  
John O. Morton Bldg., 7 Hazen Drive  
Concord, NH 03302-0483

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with ExeVision, Inc. (Vendor #261357) as described below and referenced as DoIT No. 2014-080C.

This contract amendment will provide for the continuance of support, maintenance, and hosting of the Department of Transportation's computer software based Project Development and Construction Management Systems. Also included in the amendment is a contingency in the amount of \$287,867 for payment of latent conditions, which may appear during the implementation of the project.

The amendment will increase the total contract amount by \$1,558,917, from \$4,255,853 to \$5,814,770, and extend the completion date from April 30, 2020 to September 30, 2023, effective upon Governor and Council approval.

A copy of this letter should accompany the Department of Transportation's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik  
DoIT #2014-080C  
RID # 50066  
cc: Charlie Burns, DoIT IT Lead for DoT  
Dane Prescott, DOT



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

March 23, 2020

Denis C. Goulet
Commissioner and Chief Information Officer
NH Department of Information Technology
27 Hazen Drive
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Transportation to utilize remaining prior approved Capital Funds with ExeVision, Inc., Orem, UT, Vendor #261357, for replacing and upgrading the Department's computer software based Project Development and Construction Management Systems, effective upon Governor and Council approval, through September 30, 2023. No new funding. 100% State Bonded Capital Funds.

Table with 4 columns: Description, FY 2021, FY 2022, FY 2023. Row 1: 04-096-96-9600-79870000 Capital Funds 034 500099 Major IT Systems. Values: \$153,093, \$150,000, \$150,000.

2. Further, authorize the Department of Transportation to amend Contract #7001472, with ExeVision, Inc., Orem, UT, Vendor #261357, by exercising a renewal option for the Department's computer software based Project Development and Construction Management Systems, by increasing the total amount payable by \$1,558,917 (from \$4,255,853 to \$5,814,770) and extending the completion date from April 30, 2020 to September 30, 2023 for the continued support, maintenance, and hosting of the Department's computer software based Project Development and Construction Management Systems, effective upon Governor and Council approval. 100% DoIT Other Funds (Transfer from DOT)

Funds to support this request are available in the following account in State FY 2020, and FY2021, and are contingent upon the availability and continued appropriation of funds in FY 2022 and FY 2023, with the ability to adjust encumbrances between State Fiscal Years if needed and justified:

Table with 5 columns: Description, FY 2020, FY 2021, FY 2022, FY2023. Row 1: 010-003-76960000-IT for Transportation 038-509038 Agency Application Software Job Number: 03960020. Values: \$145,121, \$457,415, \$471,124, \$485,257.

3. Further, authorize that a contingency in the amount of \$287,867 be approved for payment of latent conditions, which may appear during the implementation of the project.

Table with 2 columns: Description, FY 2020. Row 1: 010-003-76960000-IT for Transportation 038-509038 Agency Application Software Job Number: 03960020. Value: \$287,867.

## **EXPLANATION**

This is a joint contract by DoIT and DOT with ExeVision. The new funding (shown above) for this contract is with DoIT directly into their Class 038 (Software), and will be part of the transfer to DoIT from DOT's Class 02 (Transfers to DoIT).

The Department of Transportation (DOT) has procured services to provide and install a new Project Development System. The new system allows the Department to electronically create project estimates, advertise contracts, pre-qualify Contractors, and electronically receive Contractor bids. The new system will also allow the Department to process contractor progress payments (totaling many million dollars), track contractor payments, collect material test results and record activities throughout the life of highway and bridge construction projects. As part of this project, the Department's older Project Estimating, Bidding, Construction Management, Laboratory Information, and Labor Compliance/Civil Rights systems are being or have been replaced with newer technology resulting in time savings, increased efficiencies, information system availability, and most significantly elimination of the risk of system failure. The failure of existing systems to function electronically would result in a monumental manual effort on the part of DOT employees to perform these same functions.

## **PRIOR RELATED ACTIONS**

A Capital Budget appropriation in the amount of \$3.26M was approved to fund this project. The DOT received State approval to release RFP# 2014-080, Project Development Systems, in March 2014.

After an extensive selection process, ExeVision, Inc. of Orem, Utah was selected and is highly regarded in the field of Project Development Systems. Their software has been implemented for State transportation agencies in Texas, Wyoming, Nevada, Illinois, and Utah.

On October 15, 2014, the Governor and Council authorized the original agreement (Item #20); in the amount of \$3,260,000.00, and on June 7, 2017 (Item #45) authorized an amendment to exercise a renewal option in the agreement by increasing the total amount payable by \$995,853.00 (from \$3,260,000.00 to \$4,255,853.00), and on September 18, 2019 (Item #5A) authorized a time extension through April 30, 2020.

## **BENEFITS**

Replacement of existing DOT information systems with newer technology is resulting in time savings spread across numerous work groups and has most significantly eliminated the risk of system failure. The failure of existing systems to function electronically would have resulted in a monumental manual effort on the part of DOT employees to perform these same functions.

Continuing with the ongoing support, maintenance, and hosting of this software meets the Department's critical business needs. The vendor is responsible for all aspects of the project, including, but not limited to: the design, development, installation, implementation, testing, hosting, training, and support of the automated Project Development System. Work also included the development of new inbound and outbound interfaces with other DOT applications.

### ALTERNATIVES

ExeVision, Inc. has agreed to furnish the required services at the contract prices. The hourly rates, software, and annual software maintenance and technical support expenses are commensurate with the complexity and the scope of engineering and technical services to be furnished. The Department believes such a contract would provide the least cost method to acquire these services and would result in the best product for the State. The DOT understands that some of the iPDWeb software under this contract is still under development. The selection of ExeVision, Inc. was done through a competitive bid process. *Open Source* solutions were solicited, however there were no *Open Source* solutions proposed.

### CONTACT PERSON:

Dennis E. Herrick  
Administrator of Materials & Research  
NHDOT  
5 Hazen Drive  
Concord, NH 03302-0483  
Tel: (603) 271-3463  
Email: [Dennis.Herrick@dot.nh.gov](mailto:Dennis.Herrick@dot.nh.gov)

**CERTIFICATION**

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,



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Charles Burns  
IT Leader – Transportation, DoIT



Approved by: \_\_\_\_\_

Peter E. Stamnas  
Director of Project Development, NHDOT



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT SYSTEMS  
CONTRACT 2014-080  
CONTRACT AMENDMENT C**

WHEREAS, pursuant to an agreement approved by Governor and Council, on October 15, 2014, Item #20, Contract #2014-080 and amended on June 7, 2017, Item #45 and amended on September 18, 2019, Item #5A (herein after referred to as the "Agreement"), ExeVision, Inc. (hereinafter referred to as ExeVision) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Transportation (hereinafter referred to as the "Department"), certain sums as specified therein:

WHEREAS, pursuant to the Agreement Section 1.8: *Amendment*, and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, pursuant to the Agreement Part 2, Section 1.3: *Contract Term*, and the provisions of the Agreement, the Agreement may be extended up to six (6) years at the sole option of the State, subject to the parties' prior written Agreement on applicable fees for each extended term, up to but not beyond September 30, 2023;

WHEREAS, ExeVision and the Department have agreed to amend the Agreement in certain respects:

WHEREAS, the Department added the Department of Information Technology (hereinafter referred to as DoIT) as a party to this Agreement;

WHEREAS, the Department wishes to extend the Completion Date of the Agreement from April 30, 2020 to September 30, 2023;

WHEREAS, the Department wishes to increase the Contract price limitation by \$1,558,917 to bring the total contract price to \$5,814,770.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do agree as follows:

The Agreement is hereby amended as follows:

1. Amend General Provision 1.7 of the Agreement (Page 1) by changing the Completion Date from April 30, 2020 to September 30, 2023,
2. Amend General Provision 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$1,558,917 from \$4,255,853 to \$5,814,770,
3. The Agreement, Part 3, Exhibit A, is further amended by adding section A.2.2 Amendment C Activities/Deliverables/Milestones as described below:

**A 2.2 Amendment C Activities / Deliverables / Milestones**

Reference Number	Activity, Deliverable, or Milestone	Projected Delivery Date
1	Provide Preconstruction, Construction, Materials, eFieldbook, and Civil Rights software licensing, maintenance, support, and hosting.	May 1, 2020-September 30, 2020
2	Provide Preconstruction, Construction, Materials, eFieldbook, and Civil Rights software licensing, maintenance, support, and hosting.	October 1, 2020 – September 30, 2021

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT SYSTEMS  
CONTRACT 2014-080  
CONTRACT AMENDMENT C**

Reference Number	Activity, Deliverable, or Milestone	Projected Delivery Date
3	Provide Preconstruction, Construction, Materials, eFieldbook, and Civil Rights software licensing, maintenance, support, and hosting.	October 1, 2021 – September 30, 2022
4	Provide Preconstruction, Construction, Materials, eFieldbook, and Civil Rights software licensing, maintenance, support, and hosting.	October 1, 2022 – September 30, 2023

4. The Agreement, Part 3, Exhibit B, is further amended by deleting Paragraph 1.1 *Not to Exceed* and replacing Paragraph 1.1 as described below:

**1.1 Not to Exceed**

This is a Not to Exceed (NTE) Contract not to exceed the Price Limitation of the Part I P-37 General Provisions Block 1.8 Price Limitation for the period between the Effective Date through the Completion Date of the Part I P-37 General Provisions Block 1.7 Completion Date. ExeVision Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow ExeVision to invoice the State for the following Activities, Deliverables, or Milestones at pricing/rates appearing in the price and payment tables below

The Agreement is further amended by Adding Table A1C to Part 3, Exhibit B paragraph 1.1 as described below:

Table A1C – Software and Services (Payments to be made quarterly)			
Reference Number	Activity, Deliverable, or Milestone	Payment Amount	Enhancement Hours Included
1	Provide Preconstruction, Construction, Materials, eFieldbook, and Civil Rights software licensing, maintenance, support, and hosting (FY21).	\$145,121	194
2	Provide Preconstruction, Construction, Materials, eFieldbook, and Civil Rights software licensing, maintenance, support, and hosting (FY22).	\$457,415	593
3	Provide Preconstruction, Construction, Materials, eFieldbook, and Civil Rights software licensing, maintenance, support, and hosting (FY23).	\$471,124	594
4	Provide Preconstruction, Construction, Materials, eFieldbook, and Civil Rights software licensing, maintenance, support, and hosting (FY24).	\$485,257	596

**Enhancement Hours Included**

As outlined in Section III. of the original Cost Proposal, ExeVision provides NHDOT enhancement hours equal to “30% of Annual License Fees (annual expiration).” Table A1C identifies the annual enhancement hours available to NHDOT based on the license fees provided for in this amendment. A quarter of each yearly amount of enhancement hours will become available for use with each quarterly payment. ExeVision will work up to 100 hours/month and 30 hours/week on licensing enhancement, limited also by the number of approved hours by NHDOT. All enhancement hours that are a part of this extension may be used for changes to any part of iPDWeb and are not limited to a subsystem. The initial 5-month period will be paid as one sum. Enhancement hours will expire on a yearly basis. If desired, NHDOT may request that up to 20 hours may carry over from one year to the next.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT SYSTEMS  
CONTRACT 2014-080  
CONTRACT AMENDMENT C**

5. The Agreement, Part 3, Exhibit B, is further amended by Adding Table A2C Detailed Project Deliverables and Pricing Summary as described below:

<b>Table A2C – Software and Services</b>	
<b>Original Grand Total:</b>	<b>\$3,260,000</b>
<b>AMENDMENT A SUMMARY TABLE</b>	
Provide Preconstruction Maintenance support and CMS software licensing, maintenance, and support.	<b>\$152,388</b>
Provide Preconstruction, Construction, Civil Rights, Other Maintenance support and system hosting.	<b>\$415,480</b>
Provide Preconstruction, Construction, Civil Rights, Other Maintenance support and system hosting.	<b>\$427,985</b>
<b>Subtotal</b>	<b>\$995,853</b>
<b>AMENDMENT C SUMMARY TABLE</b>	
Provide Preconstruction, Construction, Materials, eFieldbook, and Civil Rights software licensing, maintenance, support, hosting, and hosting (FY20).	<b>\$145,121</b>
Provide Preconstruction, Construction, Materials, eFieldbook, and Civil Rights software licensing, maintenance, support, and hosting (FY21).	<b>\$457,415</b>
Provide Preconstruction, Construction, Materials, eFieldbook, and Civil Rights software licensing, maintenance, support, and hosting (FY22).	<b>\$471,124</b>
Provide Preconstruction, Construction, Materials, eFieldbook, and Civil Rights software licensing, maintenance, support, and hosting (FY23).	<b>\$485,257</b>
<b>Subtotal</b>	<b>\$1,558,917</b>
<b>GRAND TOTAL</b>	<b>\$5,814,770</b>

**Table 2 Contract 2014-080 – PROJECT DEVELOPMENT SYSTEMS**

<b>CONTRACT AND AMENDMENT NUMBER</b>	<b>AMENDMENT TYPE</b>	<b>G &amp; C APPROVAL DATE</b>	<b>END DATE</b>	<b>CONTRACT AMOUNT</b>
2014-080		October 15, 2014	September 30, 2017	\$ 3,260,000
2014-080 Amendment A	Extension of support, maintenance, hosting, licensing, and addition of software functionality	June 7, 2017	September 30, 2019	\$995,853
2014-080 Amendment B	Extension of time	September 18, 2019	April 30, 2020	\$0
2014-080 Amendment C	Extension of support, maintenance, hosting, and licensing	TBD	September 30, 2023	\$1,558,917
<b>CONTRACT TOTAL</b>				<b>\$5,814,770</b>

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT SYSTEMS  
CONTRACT 2014-080  
CONTRACT AMENDMENT C

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Floyd Millet  
Floyd Millet, President  
ExeVision, Inc.

Date: 3/20/20

Corporate Signature Notarized:

STATE OF Utah

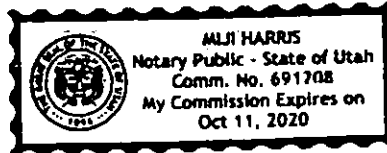
COUNTY OF SALT LAKE

On this the 20<sup>th</sup> day of MARCH, 2020, before me, Miji HARRIS, the undersigned Officer FLOYD MILLET, personally appeared and acknowledged her/him to be the President of EXEVISION, INC, a corporation, and that she/he, as such FLOYD MILLET being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as FLOYD MILLET.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Miji Harris  
Notary Public/Justice of the Peace

My Commission Expires: October 11, 2020



(SEAL)

State of New Hampshire

Victoria F. Sheehan  
Victoria F. Sheehan, Commissioner Date: 3/27/20

State of New Hampshire  
Department Of Transportation

Denis C. Goulet  
Denis C. Goulet, CIO Date: 3/27/2020

State of New Hampshire  
Department of Information Technology

Approved by the Attorney General (Form, Substance and Execution)

Alison B. Greenstein  
State of New Hampshire, Department of Justice

Date: 4/2/20

Approved by NH Governor and Council

\_\_\_\_\_  
Date: \_\_\_\_\_

**Certificate of Authority/Vote**

This Certificate of Authority/Vote confirms that the President of ExeVision, **Floyd W. Millet** is authorized in the company charter to sign contracts for the Company. Floyd W. Millet has been President of ExeVision since January 1, 2017 and is still President as of this day.

Floyd W. Millet is the sole owner, director, and member of ExeVision, Inc.

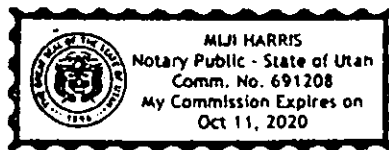
ExeVision Authorized Representative

Printed Name and Title: Floyd W. Millet Date: 3/20/20

Signature: *Floyd Millet*

Name and Title of Notary: Miji Harris, Notary Public

Signature: *Miji Harris* Date: 3/20/20



# State of New Hampshire

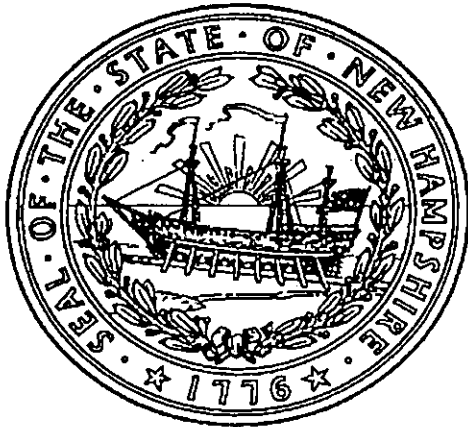
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EXEVISION, INC. is a Utah Profit Corporation registered to transact business in New Hampshire on August 04, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 712583

Certificate Number: 0004828663



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of March A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is and ADDITIONAL INSURED, the policy(ies) must have an ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>FOOTE INSURANCE AGENCY</b> 305 NORTH 200 WEST PROVO UT 84601	CONTACT NAME <b>Foote Insurance Agency</b>	FAX (A.C. No.) <b>(801) 377-2458</b>
	PHONE (A.C. No. Ext) <b>(801) 374-0395</b>	E-MAIL ADDRESS <b>dick@footeinsurance.com</b>
INSURERS AFFORDING COVERAGE		NAIC #
INSURED <b>ExeVision, INC</b> PO BOX 971134 OREM UT 84097	INSURER A: <b>Travelers Property Casualty Co of Am.</b>	
	INSURER B: <b>Travelers Insurance</b>	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:42002

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSRD	SUBR- WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ZPP-11N41804-19-15	07/30/19	07/30/20	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED. EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS-COMP/OP AGG.	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-9K140089-19	07/30/19	07/30/20	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ 1,000,000
							BODILY INJURY (Per accident)	\$ 1,000,000
							PROPERTY DAMAGE (Per accident)	\$ 0
								\$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-9K178320-19	07/30/19	07/30/20	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6J009616-19	10/07/19	10/07/20	Per-Statute	OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

State of New Hampshire  
Department of Transportation

Attention: DHerrick@dot.state.nh.us

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

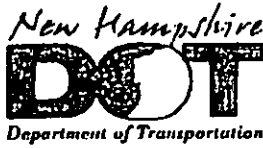
*Carol Dunlop*  
Carol Dunlop

ACORD 25 (2016/03)

Certificate # 42002

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Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

G+C #5A  
Date 9/18/19



William Cass, P.E.  
Assistant Commissioner

Bureau of Construction  
August 12, 2019

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

**REQUESTED ACTION**

Authorize the Department of Transportation to amend Contract #7001472, with ExeVision, Inc., Orem, UT, Vendor #261357, for the Department's computer software based Project Development and Construction Management Systems, by extending the completion date an additional seven months, for the continued support, maintenance, and hosting of the Department's computer software based Project Development and Construction Management Systems, effective upon Governor and Council approval, through April 30, 2020. No change to funding.

**EXPLANATION**

On October 15, 2014, the Governor and Council authorized the original agreement (Item #20; copy of Resolution attached) in the amount of \$3,260,000.00, and on June 7, 2017 (Item #45; copy of Resolution attached) authorized an amendment to exercise a renewal option in the agreement by increasing the total amount payable by \$995,853.00 (from \$3,260,000.00 to \$4,255,853.00) to provide and install new Project Development System that includes: Construction Management, Materials Management, and Labor Compliance modules. The new system allows the Department to electronically create project estimates, advertise contracts, pre-qualify contractors, and electronically receive contractor bids. This system will also allow the Department to process contractor progress payments (totaling many million dollars), track contractor payments, collect material test results and record activities throughout the life of highway and bridge construction projects. As part of this project, the Department's older Project Estimating, Bidding, Construction Management, Laboratory Information, and Labor Compliance/Civil Rights systems are being or have been replaced with newer technology resulting in time savings, increased efficiencies, information systems availability, and, most significantly, elimination of the risk of system failure. The failure of existing systems to function electronically would result in a monumental manual effort on the part of DOT employees to perform these same functions.

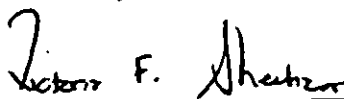
Continuing with the ongoing support, maintenance, and hosting of this software meets the Department's critical business needs. ExeVision, Inc. is responsible for all aspects of the project, including, but not limited to: the design, development, installation, implementation, testing, hosting, training, and support of the automated Project Development System.



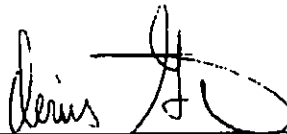
The Department has annual options to extend the agreement for ongoing software support and maintenance. This amended agreement has been approved by the Attorney General as to form and execution. The Department of Information Technology (DoIT) has reviewed and approved the amended agreement. Copies of the fully-executed amended agreement are on file at the Secretary of State's Office and the Department of Administrative Services Office, 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 as outlined above.

Sincerely,



Victoria F. Sheehan  
Commissioner  
Department of Transportation



Denis Goulet  
Commissioner  
Department of Information Technology

Attachments



**Denis Goulet**  
*Commissioner*

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

August 13, 2019

Victoria F. Sheehan  
Commissioner  
Department of Transportation  
State of New Hampshire  
John O. Morton Bldg., 7 Hazen Drive  
Concord, NH 03302-0483

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with ExeVision, Inc. (Vendor #261357) as described below and referenced as DoIT No. 2014-080B.

The purpose of this contract amendment is for the continuation of support, maintenance, and hosting of the Department of Transportation's computer software based Project Development and Construction Management Systems:

This contract amendment is for time only, no additional funds or change in scope of work. This contract amendment shall become effective upon Governor and Council approval through April 30, 2020.

A copy of this letter should accompany the Department of Transportation's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik/ck  
DoIT #2014-080B

cc: Dane Prescott

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT SYSTEMS  
CONTRACT 2014-080  
CONTRACT AMENDMENT B**

WHEREAS, pursuant to an agreement approved by Governor and Council, on October 15, 2014, Item #20, Contract #2014-080 and amended on June 7, 2017, Item #45 (herein after referred to as the "Agreement"), ExeVision, Inc. (hereinafter referred to as ExeVision) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Transportation (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: *Amendment*, and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, pursuant to the Agreement Part 2, Section 1.3: *Contract Term*, and the provisions of the Agreement, the Agreement may be extended up to four (4) years at the sole option of the State, subject to the parties' prior written Agreement on applicable fees for each extended term, up to but not beyond September 30, 2023;

WHEREAS, ExeVision and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department added the Department of Information Technology (hereinafter referred to as DoIT) as a party to this Agreement;

WHEREAS, the Department wishes to extend the Completion Date of the Agreement from September 30, 2019 to April 30, 2020;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do agree as follows:

The Agreement is hereby amended as follows:

1. Amend General Provision 1.7 of the Agreement (Page 1) by changing the Completion Date from September 30, 2019 to April 30, 2020.
2. The Agreement, Part 2, is further amended by deleting Section 3.4 *State Contract Manager* and replacing 3.4 as described below:

**3.4 State Contract Manager**

The State shall assign Agency Contract Managers who shall function as the State's representatives with regard to Contract administration. The State Contract Managers are:

Dean Wilson  
Bureau of Construction  
NHDOT  
7 Hazen Drive  
Concord, NH 03302-0483  
Tel: (603) 271-2571  
Email: [DWilson@dot.state.nh.us](mailto:DWilson@dot.state.nh.us)

Charles Burns  
NHDoIT @ NHDOT  
7 Hazen Drive  
Concord, NH 03302-0483  
Tel: (603) 271-3281  
Email: [Charles.Burns@doit.nh.gov](mailto:Charles.Burns@doit.nh.gov)

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT SYSTEMS  
CONTRACT 2014-080  
CONTRACT AMENDMENT B**

3. The Agreement, Part 2, is further amended by deleting the *Dispute Resolution Responsibility and Schedule Table* in Section 16 *Dispute Resolution* and replacing this table as described below:

**Dispute Resolution Responsibility and Schedule Table**

LEVEL	CONTRACTOR	STATE-DOT	STATE-DoIT	ALLOTTED TIME
Primary	James Smythe Project Manager	Dennis Herrick DOT Project Manager	Dane Prescott DoIT Project Manager	5 Business Days
First	Floyd Millet President	William J. Cass DOT Assistant Commissioner	Charles Burns DoIT IT Leader	10 Business Days
Second	Floyd Millet President	Victoria F. Sheehan DOT Commissioner	Denis Goulet DoIT Commissioner	15 Business Days

**Table 2 Contract 2014-080 – PROJECT DEVELOPMENT SYSTEMS**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G & C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2014-080		October 15, 2014 Item #20	September 30, 2017	\$ 3,260,000
2014-080 Amendment A	Extension of support, maintenance, hosting, licensing, and addition of software functionality	June 7, 2017	September 30, 2019	\$995,853
2014-080 Amendment B	Extension of time	TBD	April 30, 2020	\$0
		<b>CONTRACT TOTAL</b>		<b>\$4,255,853</b>

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT SYSTEMS  
CONTRACT 2014-080  
CONTRACT AMENDMENT B

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

[Signature]  
Floyd Millet, President  
ExeVision, Inc.

Date: 8/5/19

Corporate Signature Notarized:

STATE OF UTAH

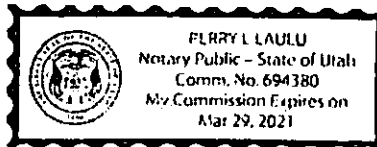
COUNTY OF SALT LAKE

On this the 5<sup>th</sup> day of August, 2019, before me, PERRY L. LAULU, the undersigned Officer FLOYD MILLET, personally appeared and acknowledged her/him to be the PRESIDENT of EXEVISION, INC., a corporation, and that she/he, as such FLOYD MILLET being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as PRESIDENT.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]  
Notary Public/Justice of the Peace

My Commission Expires: 03/29/2021



(SEAL)

State of New Hampshire

[Signature]  
Victoria F. Sheehan, Commissioner Date: 8/16/19

State of New Hampshire  
Department Of Transportation

[Signature]  
Denis C. Goulet, CIO Date: 8/13/2019

State of New Hampshire  
Department of Information Technology

Approved by the Attorney General (Form, Substance and Execution)

[Signature]  
State of New Hampshire, Department of Justice Date: 9/3/19

Approved by NH Governor and Council

[Signature]  
Date: SEP 18 2019

**DEPUTY SECRETARY OF STATE**

August 1, 2019

**Certificate of Authority/Vote**

This Certificate of Authority/Vote confirms that the President of ExeVision, **Floyd W. Millet** is authorized in the company charter to sign contracts for the Company. Floyd W. Millet has been President of ExeVision since January 1, 2017 and is still President as of this day.

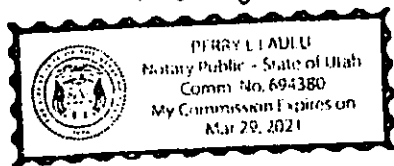
ExeVision Authorized Representative

Printed Name and Title: Floyd W. Millet, President Date: 8/5/19

Signature: *Floyd Millet*

Name and Title of Notary: PERRY L. LAULU NOTARY

Signature: *Perry L. Laulu* Date: 08/05/2019



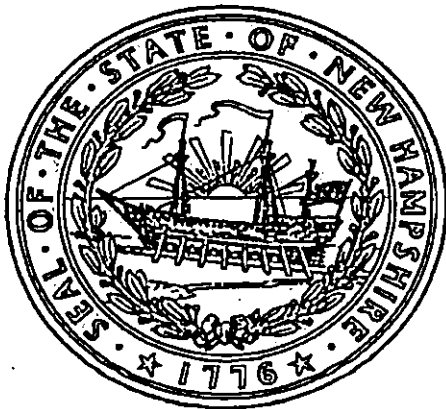
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EXEVISION, INC. is a Utah Profit Corporation registered to transact business in New Hampshire on August 04, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 712583

Certificate Number: 0004557841



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30th day of July A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is and ADDITIONAL INSURED, the policy(ies) must have an ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FOOTE INSURANCE AGENCY 305 NORTH 200 WEST PROVO UT 84601	CONTACT NAME	
	PHONE (A/C, No. Ext)	FAX (A/C, No.)
INSURED ExeVision, INC PO BOX 971134 OREM UT 84097	E-MAIL ADDRESS	
	INSURERS AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Co of Am.	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER E:	

COVERAGES                      CERTIFICATE NUMBER 42099                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ADJ. ENDG.	SUB. WVO.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Waiver of Subrogation  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ZPP-11N41804-18-15	07/30/18	07/30/19	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED. EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS-COMP/OP AGG.	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA-9K140089-18	07/30/18	07/30/19	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-9K178320-18	07/30/18	07/30/19	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$
A	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/DIRECTOR/OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6J009816-18	10/07/18	10/07/19	Per State    OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE-POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of New Hampshire Department of Transportation  Attention:    DHerrick@doLstata.nh.us	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	 Carol Dunlop





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is and ADDITIONAL INSURED, the policy(ies) must have an ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

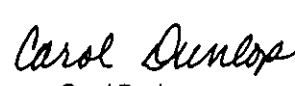
<b>PRODUCER</b> <b>FOOTE INSURANCE AGENCY</b> 305 NORTH 200 WEST PROVO UT 84601	<b>CONTACT NAME</b> Foote Insurance Agency	
	<b>PHONE (A/C, No, Ext)</b> (801) 374-0395	<b>FAX (A/C, No.)</b> (801) 377-2458
<b>E-MAIL ADDRESS</b> dick@footeinsurance.com		
<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Property Casualty Co of Am.		
<b>INSURER B:</b> Travelers Insurance		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER: 42002**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADOL INSRD	SUBR- WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZPP-11N41804-19-15	07/30/19	07/30/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-9K140089-19	07/30/19	07/30/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 0
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-9K178320-19	07/30/19	07/30/20	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6J009616-19	10/07/19	10/07/20	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> State of New Hampshire Department of Transportation  Attention: DHerrick@dot.state.nh.us	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.   Carol Dunlop
--	--



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



45  
Bunker

VICTORIA F. SHEEHAN  
COMMISSIONER

WILLIAM CASS, P.E.  
ASSISTANT COMMISSIONER

Bureau of Construction  
April 20, 2017

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

**REQUESTED ACTION**

1. Authorize the Department of Transportation to amend Contract #7001472, with ExeVision, Inc., Orem, UT, Vendor #261357, by exercising a renewal option for the Department's computer software based Project Development and Construction Management Systems, by increasing the total amount payable by \$995,853 (from \$3,260,000 to \$4,255,853) and extending the completion date from September 30, 2017 to September 30, 2019 for continued support, maintenance, and hosting of the Systems, to be effective upon Governor and Council approval. 100% DoIT Other Funds (Transfer from DOT).

Funds to support this request are available in the following account in State FY 2017, and are contingent upon the availability and continued appropriation of funds in FY 2018 and FY 2019, with the ability to adjust encumbrances between State Fiscal Years if needed and justified:

010-003-76960000-IT for Transportation	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
038-509038 Agency Application Software	\$152,388	\$415,480	\$427,985
Job Number: 03960020			

**EXPLANATION**

This is a joint contract by DoIT and DOT with ExeVision. The funding (shown above) for this contract is with DoIT directly into their Class 038 (Software), and will be part of the transfer to DoIT from DOT's Class 027 (Transfers to DoIT).

On October 15, 2014, the Governor and Council authorized the original agreement (Item #20; copy of Resolution attached) in the amount of \$3,260,000 to provide and install a new Project Development and Construction Management Systems. The new system allows the Department to electronically create project estimates, advertise contracts, pre-qualify contractors, and electronically receive contractor bids. The new system will also allow the Department to process contractor progress payments (totaling many million dollars), track contractor payments, collect material test results, and record activities throughout the life of highway and bridge construction projects. As part of this project, the Department's older Project Estimating, Bidding, Construction Management, Laboratory Information, and Labor Compliance/Civil Rights systems are being or have been replaced with newer technology resulting in time savings, increased efficiencies, information systems availability, and, most significantly, elimination of the risk of system failure. The failure of existing systems to function electronically would result in a monumental manual effort on the part of DOT employees to perform these same functions.

Continuing with the ongoing support, maintenance, and hosting of this software meets the Department's critical business needs. ExeVision, Inc. is responsible for all aspects of the project, including, but not

limited to: the design, development, installation, implementation, testing, hosting, training, and support of the automated Project Development System.

The increase in fee as proposed is commensurate with the additional software support and maintenance services to be furnished. The Department has an annual option to extend the agreement for an additional four (4) years for ongoing software support and maintenance.

This amended agreement has been approved by the Attorney General as to form and execution. The Department of Information Technology (DoIT) has reviewed and approved the amended agreement. The DOT has certified that the necessary funds are available. Copies of the fully-executed amended agreement are on file at the Secretary of State's Office and the Department of Administrative Services Office, 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 as outlined above.

Sincerely,



Victoria F. Sheehan  
Commissioner  
Department of Transportation



Denis Goulet  
Commissioner  
Department of Information Technology

Attachments.



**Denis Goulet**  
*Commissioner*

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

March 13, 2017

Victoria F. Sheehan  
Commissioner  
Department of Transportation  
State of New Hampshire  
John O. Morton Bldg., 7 Hazen Drive  
Concord, NH 03302-0483

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with ExeVision, Inc. (Vendor #261357) as described below and referenced as DoIT No. 2014-080A.

The purpose of this contract amendment is to exercise an option to extend the completion date for an additional two years for the continued support, maintenance and hosting of the Department of Transportation's computer software based Project Development and Construction Management Systems. This system allows the DOT to electronically create project estimates, advertise contracts, pre-qualify contractors, electronically receive contractor bids, and process contractor payments.

The total contract amount will increase by \$995,853 from \$3,260,000 to \$4,255,853 and shall become effective upon Governor and Council approval through September 30, 2019.

A copy of this letter should accompany the Department of Transportation's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/lk  
DoIT #2014-080A

Cc: Gall Hambleton, Dane Prescott

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT SYSTEMS  
CONTRACT 2014-080  
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an agreement approved by Governor and Council, on October 15, 2014, Item #20, Contract #2014-080 (herein after referred to as the "Agreement"), ExeVision, Inc. (hereinafter referred to as ExeVision) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Transportation (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: *Amendment*, and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, pursuant to the Agreement Part 2, Section 1.3: *Contract Term*, and the provisions of the Agreement, the Agreement may be extended up to six (6) years at the sole option of the State, subject to the parties' prior written Agreement on applicable fees for each extended term, up to but not beyond September 30, 2023;

WHEREAS, ExeVision and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to add the Department of Information Technology (hereinafter referred to as DoIT) as a party to this Agreement;

WHEREAS, the Department wishes to extend the Completion Date of the Agreement from September 30, 2017 to September 30, 2019

WHEREAS, the Department wishes to increase the Contract price limitation by \$995,853 to bring the total contract price to \$4,255,853

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do agree as follows:

The Agreement is hereby amended as follows:

1. Amend General Provision 1.1 of the Agreement (Page 1) by adding the New Hampshire Department of Information Technology
2. Amend General Provision 1.2 of the Agreement (Page 1) by adding the DoIT address of 27 Hazen Drive, Concord, NH 03301
3. Amend General Provision 1.6 of the Agreement (Page 1) by adding an additional funding string of 010-003-7696-0300-038-9038
4. Amend General Provision 1.7 of the Agreement (Page 1) by changing the Completion Date from September 30, 2017 to September 30, 2019.
5. Amend General Provision 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$995,853 from \$3,260,000 to \$4,255,853
6. Amend General Provision 1.9 of the Agreement (Page 1) by adding Denis C. Goulet, Commissioner/CIO of DoIT
7. Amend General Provision 1.10 of the Agreement (Page 1) by adding the DoIT telephone number of 603-223-5703
8. The Agreement, Part 2, is further amended by deleting Section 3.4 *State Contract Manager* and replacing 3.4 as described below:

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT SYSTEMS  
CONTRACT 2014-080  
CONTRACT AMENDMENT A**

**3.4 State Contract Manager**

The State shall assign Agency Contract Managers who shall function as the State's representatives with regard to Contract administration. The State Contract Managers are:

Dean Wilson  
Bureau of Construction  
NHDOT  
7 Hazen Drive  
Concord, NH 03302-0483  
Tel: (603) 271-2571  
Email: [DWilson@dot.state.nh.us](mailto:DWilson@dot.state.nh.us)

Gail Hambleton  
NHDoIT @ NHDOT  
7 Hazen Drive  
Concord, NH 03302-0483  
Tel: (603) 271-3281  
Email: [Gail.Hambleton@doit.nh.gov](mailto:Gail.Hambleton@doit.nh.gov)

9. The Agreement, Part 2, is further amended by deleting the *Dispute Resolution Responsibility and Schedule Table* in Section 16 *Dispute Resolution* and replacing this table as described below:

**Dispute Resolution Responsibility and Schedule Table**

LEVEL	CONTRACTOR	STATE-DOT	STATE-DoIT	ALLOTTED TIME
Primary	Vern Gubler Project Manager	Dennis Herrick DOT Project Manager	Dane Prescott DoIT Project Manager	5 Business Days
First	Floyd Millet President	William J. Cass DOT Assistant Commissioner	Gail Hambleton DoIT IT Leader	10 Business Days
Second	Floyd Millet President	Victoria F. Sheehan DOT Commissioner	Denis Goulet DoIT Commissioner	15 Business Days

10. The Agreement, Part 3, Exhibit A, is further amended by adding section A2.2 Amendment A Implementation Schedule – Activities / Deliverables / Milestones as described below:

**A 2.2 Amendment A Implementation Schedule – Activities / Deliverables / Milestones**

Projected delivery dates are preliminary estimates. Actual delivery dates will be mutually agreed upon between the State and ExecVision.

Reference Number	Activity, Deliverable or Milestone	Projected Delivery Date
1	Provide Preconstruction Maintenance support and CMS software licensing, maintenance, and support.	October 2016-September 2017
2	Provide Preconstruction, Construction, Civil Rights, Other Maintenance support and system hosting.	October 2017-September 2018

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT SYSTEMS  
CONTRACT 2014-080  
CONTRACT AMENDMENT A**

Reference Number	Activity, Deliverable, or Milestone	Proposed Delivery Date
3	Provide Preconstruction, Construction, Civil Rights, Other Maintenance support and system hosting.	October 2018-September 2019

11. The Agreement, Part 3, Exhibit B, is further amended by deleting Paragraph 1.1 *Not to Exceed* and replacing Paragraph 1.1 as described below:

**1.1 Not to Exceed**

This is a Not to Exceed (NTE) Contract not to exceed the Price Limitation of the Part I P-37 General Provisions Block 1.8 Price Limitation for the period between the Effective Date through the Completion Date of the Part I P-37 General Provisions Block 1.7 Completion Date. ExeVision Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow ExeVision to invoice the State for the following Activities, Deliverables, or Milestones at pricing/rates appearing in the price and payment tables below, based on the Exhibit B below.

The Agreement is further amended by Adding Table A1A to Part 3, Exhibit B paragraph 1.1 as described below:

Reference Number	Activity, Deliverable, or Milestone	Payment Amount
1	Provide Preconstruction Maintenance support and CMS software licensing, maintenance, and support.	\$152,388
2	Provide Preconstruction, Construction, Civil Rights, Other Maintenance support and system hosting.	\$415,480
3	Provide Preconstruction, Construction, Civil Rights, Other Maintenance support and system hosting.	\$427,985

12. The Agreement, Part 3, Exhibit B, is further amended by Adding Table A2A Detailed Project Deliverables and Pricing Summary as described below:

	Original Grand Total
<b>AMENDMENT A SUMMARY TABLE</b>	
Provide Preconstruction Maintenance support and CMS software licensing, maintenance, and support.	\$152,388
Provide Preconstruction, Construction, Civil Rights, Other Maintenance support and system hosting.	\$415,480
Provide Preconstruction, Construction, Civil Rights, Other Maintenance support and system hosting.	\$427,985
<b>Subtotal</b>	<b>\$995,853</b>
<b>GRAND TOTAL</b>	<b>\$4,255,853</b>

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT SYSTEMS  
CONTRACT 2014-080  
CONTRACT AMENDMENT A

Table 2 Contract 2014-080 – PROJECT DEVELOPMENT SYSTEMS

CONTRACT AND AMENDMENT NUMBER	AMENDMENT DESCRIPTION	START DATE	END DATE	CONTRACT AMOUNT
2014-080		October 15, 2014 Item #20	September 30, 2017	\$ 3,260,000
2014-080 Amendment A	Extension of support, maintenance, hosting, licensing, and addition of software functionality	TBD	September 30, 2019	\$995,853
		CONTRACT TOTAL		



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT SYSTEMS  
CONTRACT 2014-080  
CONTRACT AMENDMENT A

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Floyd Millet  
Floyd Millet, President  
ExeVision, Inc.

Date: 3/3/17

Corporate Signature Notarized:

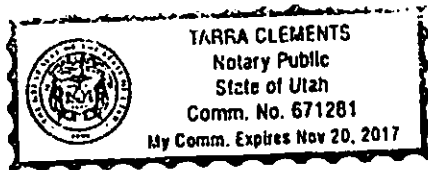
STATE OF Utah  
COUNTY OF Salt Lake

On this the 3<sup>rd</sup> day of March, 2017, before me, Tarra Clements, the undersigned Officer Floyd Millet, personally appeared and acknowledged her/him to be the President of ExeVision, Inc, a corporation, and that she/he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as ExeVision, Inc.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Tarra Clements  
Notary Public/Justice of the Peace

My Commission Expires: Nov 20, 2017



(SEAL)

State of New Hampshire

Victoria F. Sheehan  
Victoria F. Sheehan, Commissioner Date: 3/27/17

Denis C. Goulet  
Denis C. Goulet, CIO Date: 3/15/2017

State of New Hampshire  
Department Of Transportation

State of New Hampshire  
Department of Information Technology

Approved by the Attorney General (Form, Substance and Execution)

Dianne Mart  
State of New Hampshire, Department of Justice

Date: 4/19/17

Approved by NH Governor and Council

Date: \_\_\_\_\_

3 March, 2017

**Certificate of Authority/Vote**

The Certificate of Authority/Vote confirms that the President of ExeVision, Floyd W. Millet is authorized in the company charter to sign contracts for the Company. Floyd W. Millet has been President of ExeVision since January 1, 2017 and is still President as of this day.

ExeVision Authorized Representative

Printed Name and Title: ROBERT W. MILLET CEO Date: 03 MAR 2017

Signature: Robert W. Millet

Name and Title of Notary: NICOLA MASUTTA Branch Manager

Signature: [Handwritten Signature] Date: 3/3/17



**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EXEVISION, INC. is a Utah Profit Corporation registered to transact business in New Hampshire on August 04, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 712583



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of February A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State


<b>ACORD</b> <small>TM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 02/14/2017
PRODUCER Phone: (801) 374-0385 Fax: (801) 377-2458 FOOTE INSURANCE AGENCY 305 NORTH 200 WEST PROVO UT 84601	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED EVEVISION, INC. 895 W BAXTER DR. SOUTH JORDAN, UT 84095	INSURER A: Travelers Property Casualty Co of Am.	
	INSURER B: AFB Media Tech/Beazley	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ZPP-11N41804-	07/30/16	07/30/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA-5477R693-16	07/30/16	07/30/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	GUP-11N41889-15-15	07/30/16	07/30/17	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL PARTNER/EXECUTIVE OFFICER/DIR/BOARD MEMBER EXCLUDED <small>If yes, describe under SPECIAL PROVISIONS below</small>	0376P09-2-15	10/07/16	10/07/17	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
B	OTHER: Technology E&O	W1DAB7150101	12/07/16	12/07/17	\$500,000 Limits \$10,000 Retention

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b> State of New Hampshire Department of Transportation PO Box 483 Concord, New Hampshire 03302	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
Attention: Dherrick@dot.state.nh.us	AUTHORIZED REPRESENTATIVE  Richard G. Foote Jr.



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



20
10/14/15

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Construction
September 15, 2014

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 an Agreement with ExeVision, Inc. (Vendor #261357) Orem, UT for an amount not to exceed \$3,260,000, for replacing and upgrading the Department's computer software based Project Development and Construction Management Systems, effective upon Governor and Council approval, through September 30, 2017. 100% State Bonded Capital Funds.

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

Table with 4 columns: Account Number, FY 2015, FY 2016, FY 2017. Row 1: 04-096-96-9600-79870000 Capital Funds. Row 2: 034 500099 Major IT Systems with funding amounts \$707,700, \$1,175,795, and \$1,376,505.

EXPLANATION

The Department of Transportation (DOT) seeks to procure services to provide and install a new Project Development System. DOT has several computer software systems that currently interact poorly or not at all, often requiring manual intervention to complete project advertising, contractor progress payments (totaling many million dollars), and record keeping activities throughout the life of highway and bridge construction projects. The new system will allow the Department to replace older computer systems used in creating project estimates, collecting material test results, and tracking contractor payments. New system functionality will also be added to allow the Department to both release and receive bids electronically to/from contractors. As part of this project, the Department's existing Project Estimating, Bidding, Construction Management, Laboratory Information, and Labor Compliance/Civil Rights systems will be replaced with newer technology resulting in time savings, increased efficiencies, information system availability, and most significantly elimination of the risk of system failure. The failure of existing systems to function electronically would result in a monumental manual effort on the part of DOT employees to perform these same functions.

A Capital Budget appropriation in the amount of \$3,260,000 has been approved to fund this project. The vendor selection process for this contract was initiated by a solicitation for information technology services through a Request for Proposals (RFP), which was posted on the State Administrative Services website from March 17, 2014 to May 20, 2014. Answers to vendor's questions regarding clarification of the solicitation were posted to the Administrative Services website on April 8, 2014. As a result of the solicitation, three firms submitted proposals: AASHTO, Washington, DC; ExeVision, Inc., Orem, UT; and Parsons Transportation Group, Inc., Washington, DC.

The selection process for this contract consisted of review and ranking of solicited written proposals by a selection panel comprised of eight members representing the Department of Transportation and the Department of Information Technology. The selection panel included the Chief of Engineering Audit, Chief of Labor Compliance, Contracts Program Specialist, Project Manager for the Bureau of Highway Design, Concrete/Soils Supervisor for the Bureau of Materials & Research, Bridge Computer Applications Analyst/Engineer for the Bureau of Bridge Design, Regional Construction Engineer for the Bureau of Construction, and IT Project Manager from the Department of Information Technology.

The selection panel members reviewed the proposals individually and met on Wednesday, June 25, 2014 to recommend a vendor. The Committee rated each firm based on the Proposed Software Solution, Proposed Software Solution Functionality, Vendor Technical Service and Project Manager Experience, Vendor Company and Staffing Qualifications, and Solution Cost. Having assessed all of the aforementioned factors, the selection panel scored and ranked ExeVision, Inc. the highest of the three firms. The Scoring Summary is below:

Firm	Score as rated by Selection Committee 200 Possible Points	Overall Rank
ExeVision	157.4	1
Parsons	142.3	2
AASHTO	138.3	3

ExeVision, Inc. was selected and is highly regarded in the field of Project Development Systems. Their software has recently been implemented at the Illinois Department of Transportation and they have similar system implementations for State transportation agencies in Texas, Wyoming, Nevada and Utah. The selection panel's ranking was submitted to the Assistant Commissioner for consideration and approval.

ExeVision, Inc. has agreed to furnish the required implementation and maintenance services in a three (3) year agreement for a total amount not to exceed \$3,260,000. The Department has an annual option to extend the agreement for an additional six (6) years for ongoing software support and maintenance. The hourly rates, software, and annual software maintenance and technical support expenses are commensurate with the complexity and the scope of engineering and technical services to be furnished.

The agreement has been approved by the Attorney General as to form and execution. The Department of Information Technology (DoIT) has reviewed and approved the agreement. The DOT has certified 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 Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

Christopher D. Clement, Sr.  
Commissioner

**May 4, 2017**

**Project Development Systems**

**Contract 2014-080**

**Amendment A**

**ExeVision**

**Response to Request for Additional Information regarding FY17 and future year funding:**

In accordance with the original contract (#2014-080), work began on replacing an outdated DOT Project Development System in October 2014. The work effort involved implementing a new Commercial-off-the-Shelf software system with software customizations to meet NHDOT business needs. The new Project Development System includes many different system modules for Project Estimating, Contractor Prequalification, Electronic Bidding, Construction Management, Materials Management, and Labor Compliance.

As the various system modules are implemented for use, the DOT is responsible for paying system hosting and maintenance fees for technical support and software upgrades. Hosting and maintenance fees are paid in advance on an annual basis.

The original contract expiring September 30<sup>th</sup> is funded through a Capital Budget appropriation and covers the one-time costs, including software licensing and professional services. The contract Amendment A provides funding for the hosting and maintenance fees due to be paid in June 2017. This funding was previously established in the DoIT Operating Budget in accordance with the costs identified in the original 2014-080 contract.

An additional contract amendment will be needed for FY20 and beyond as the final system modules have yet to be customized, deployed, and made operational. Hence the ongoing hosting and maintenance fees for these modules are unknown at this time.

Please let me know if you have any additional questions.

Dane Prescott  
IT Project Manager  
New Hampshire Department of Information Technology at NHDOT  
PO Box 483, 7 Hazen Drive  
Concord, New Hampshire, 03302-0483  
(603)271-7559