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Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Bureau of Materials and Research
September 18, 2018

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

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (NHDOT) to enter into a **SOLE SOURCE** amendment of the Department's Agreement (Contract #2008-012 approved on December 11, 2007, as Item #95) with Deighton Associates Ltd. (Vendor Code #176559) of Bowmanville, Ontario, Canada by increasing the total amount by \$18,618.00, from \$720,427.32 to \$739,045.32 to continue to support the use and development of the Department's computer based software Pavement Management System. The contract amendment would extend the contract completion date and software licensing to December 31, 2019. 100% Federal Funds.

Funding is available as follows:

| | <u>FY 2019</u> |
|--|----------------|
| 04-096-096-962515-2944 | |
| SPR Planning Funds | |
| 046-500464 Gen Consultants Non-Benefit | \$18,618 |

EXPLANATION

Additional services are required from Deighton Associates Ltd. (Deighton) to continue the development and maintenance of the NHDOT Pavement Management System (PMS), to meet the annual Federal Highway Performance Monitoring System (HPMS) submission requirements, to support special requests for pavement data such as the performance metrics required for the federal reauthorization bill, MAP-21, and to forecast pavement condition/resurfacing programs. The NHDOT is requesting to amend and extend the current agreement to provide for software maintenance totaling \$18,618 over the contract duration. The PMS is a system application that has been purchased from and customized to the Department's needs by Deighton. This is a sole source amendment as the continued software maintenance can only be provided by Deighton.

This system has been in use since 2009, and the current contract completion date is December 31, 2018. NHDOT is requesting a one-year sole source extension, for software maintenance only, for the purpose of continuing the in-house use/development of the system. The amendment will extend the software

maintenance to December 31, 2019. The option to extend an additional year to December 31, 2020, at a cost of \$18,618 per year is still available within the contract.

NHDOT is working towards a replacement pavement management solution in this time frame. In addition, the method of collecting roadway condition data is currently being evaluated, and the collection method selected will need to be considered when evaluating the replacement pavement management system plan.

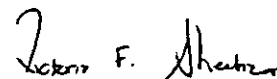
The original contract was amended via Contract Amendment #2008-012A, approved on June 17, 2009, as Item #318, Contract Amendment #208-012B, approved on June 5, 2013, as Item #204, and Contract Amendment 2008-012C, on December 20, 2017, Item #32. The current amended not-to-exceed contract limitation is \$739,045.32, of which \$618,950.70 has been expended to date.

The SPR funds being proposed for this purchase are specified by FHWA to be used in support of planning activities, which includes pavement management. The project funding is 80% Federal with 20% State match. Turnpike Toll Credit is being utilized for match requirements, effectively using 100% Federal funds.

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 NHDOT has verified funding for each fiscal year is contingent upon the availability and continued appropriations of funds. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services. Subsequent to your approval, the agreement will be on file at NHDOT.

We respectfully request your approval of this resolution.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments



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

Denis Goulet
Commissioner

September 13, 2018

Victoria F. Sheehan
Commissioner
State of New Hampshire
Department of Transportation
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 amend a contract with Deighton Associates Ltd. (Vendor Code #176559) of Bowmanville, Ontario, Canada as described below and referenced as DoIT No. 2008-012D.

This contract amendment with Deighton Associates is to continue support and maintenance of the Department's computer based software Pavement Management System for one additional year.

The amendment will increase the contract amount by \$18,618.00, from \$720,427.32 to \$739,045.32 and extend the end date from December 31, 2018 to December 31, 2019.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a large, stylized flourish extending to the right.

Denis Goulet

DG/ik
DoIT

cc: Julie Seiger

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DEIGHTON PAVEMENT MANAGEMENT SYSTEM CONTRACT
CONTRACT 2008-012
CONTRACT AMENDMENT 2008-012D**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract #2008-012, on December 11, 2007, Item #95, Contract Amendment 2008-012A, on June 17, 2009, Item #318, Contract Amendment 2008-012B, on June 5, 2013, Item #204, and Contract Amendment 2008-012C, on December 20, 2017, Item #32 (herein after referred to as the "Agreement"), Deighton Associates, Ltd. (hereinafter referred to as the "Vendor", "Deighton") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Transportation, and the Department of Information Technology, (hereinafter referred to as the "Department") acting for the benefit of the Department of Transportation, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16: *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, Deighton and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, pursuant to an Agreement approved as a result of NHDOT RFI for a Pavement Management System dated May 2, 2006, Deighton agreed to supply certain additional services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of certain sums as specified therein, the Department and the Vendor seek to clarify the Agreement;

WHEREAS, the Department wishes to increase the Deighton Contract price by \$18,618 increasing the total contract price from \$720,427.32 to \$739,045.32.

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

Contract Agreement-General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect the new Completion Date of December 31, 2019.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$18,618 from \$720,427.32 to \$739,045.32.

The Statement of Work of the original contract agreement is hereby amended as follows:

1. Amend Section 2.1 *Term* to reflect the new completion date of December 31, 2019:

| | |
|---|--|
| Statement of Work Section 2.1 Term | Delete: The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date"). |
|---|--|

Contract Amendment 2008-012D

August 31, 2018

| | |
|--|--|
| | <p>The Contract shall begin on the Effective Date and extend through December 31, 2018, with the option to renew annually for two additional one year increments.</p> <p>Replace with:</p> <p>The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date").</p> <p>The Contract shall begin on the Effective Date and extend through December 31, 2019, with the option to renew annually for one additional one year increment.</p> |
|--|--|

2. Amend Section 4.4 *State Contract Manager* as follows:

| | |
|--|---|
| <p>Statement of Work Section 4.4 State Contract Manager</p> | <p>Delete:</p> <p>The State shall assign a contract manager who shall function as the State's representative with regard to Contract Administration. The State Contract Manager is:</p> <p>Charles Dusseault, Bureau Administrator, Materials and Research NH Department of Transportation Bureau of Materials and Research PO Box 483, 5 Hazen Drive Concord, NH 03302-0483 TEL: (603) 271-3151 FAX: (603) 271-8700 EMAIL: Chuck.Dusseault@dot.nh.gov</p> <p>Replace with:</p> <p>The State shall assign a contract manager who shall function as the State's representative with regard to Contract Administration. The State Contract Manager is:</p> <p>Nicholas Alexander, Administrator, AMPS NH Department of Transportation Executive Office PO Box 483, 7 Hazen Drive Concord, NH 03302-0483 TEL: (603) 271-1620 EMAIL: Nicholas.Alexander@dot.nh.gov</p> |
|--|---|

Contract Amendment 2008-012D
August 31, 2018

3. Amend Section 4.5 *State Project Manager* as follows:

| | |
|---|--|
| <p>Statement of Work Section 4.5 State Project Manager</p> | <p>Delete:</p> <p>The State Project Manager is:</p> <p style="padding-left: 40px;">Eric Thibodeau NH Department of Transportation Bureau of Materials and Research PO Box 483, 5 Hazen Drive Concord, NH 03302-0483 TEL: (603) 271-3151 FAX: (603) 271-8700 EMAIL: ethibodeau@dot.state.nh.us</p> <p>Replace with:</p> <p>The State Project Manager is:</p> <p style="padding-left: 40px;">Nicholas Alexander, Administrator, AMPS NH Department of Transportation Executive Office PO Box 483, 7 Hazen Drive Concord, NH 03302-0483 TEL: (603) 271-1620 EMAIL: <u>Nicholas.Alexander@dot.nh.gov</u></p> |
|---|--|

Exhibit A: *Contract Deliverables*, of the original contract agreement, is hereby amended to reflect the addition of new deliverables by adding Table 1 Amendment D detailed below:

TABLE 1 Amendment D

| CONTRACT # | DESCRIPTION/DELIVERABLE | DUE DATE |
|------------|--|---------------------|
| 2008-012D | | |
| | Phase 12 - Software Maintenance | |
| | 12.1 Software Maintenance | (12/31/18-12/31/19) |
| | AMENDMENT TOTAL | \$18,618 |

Contract Amendment 2008-012D
August 31, 2018

Exhibit B: *Price and Payment Schedule*, of the original contract agreement, is hereby amended to reflect the addition of new deliverables.

| | |
|---|---|
| <p>Exhibit B Section 1.1 Not-to-Exceed</p> | <p>Delete: This is a not-to-exceed Contract for \$720,427.32 for the period between the Effective Date through December 31, 2018. Deighton shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Deighton to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p> <p>Replace with: This is a not-to-exceed Contract for \$739,045.32 for the period between the Effective Date through December 31, 2019. Deighton shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Deighton to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p> |
| <p>Exhibit B Section 2 TOTAL CONTRACT PRICE</p> | <p>Delete: Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$720,427.32 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only, and the complete reimbursement to Deighton for all fees and expenses, of whatever nature, incurred by Deighton in the performance hereof.</p> <p>Replace with: Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$739,045.32 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only, and the complete reimbursement to Deighton for all fees and expenses, of whatever nature, incurred by Deighton in the performance hereof.</p> |

Amend Exhibit B, as Section 3D: *Additional Tasks Invoicing Amounts* by adding Table 3D Amendment D below

This Contract amendment will allow Deighton to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

Contract Amendment 2008-012D
August 31, 2018

Table 3D Amendment D

| CONTRACT # | DESCRIPTION/DELIVERABLE | AMENDMENT AMOUNT (NOT TO EXCEED) |
|------------|---------------------------------|----------------------------------|
| 2008-012D | | |
| | Phase 12 - Software Maintenance | |
| | 12.1 Software Maintenance | \$18,618 |
| | AMENDMENT TOTAL | \$18,618 |

Deighton Pavement Management System Contract History

| CONTRACT AND AMENDMENT NUMBER | AMENDMENT TYPE | EFFECTIVE DATE | CONTRACT AMOUNT (NOT TO EXCEED) |
|-------------------------------|---|-------------------|---------------------------------|
| Contract #2008-012 | Deighton Pavement Management System Contract | 12/11/2007 | \$ 338,789.32 |
| Amendment # 2008-012A | Additional Professional Services - Phase 1 through 6 | 6/17/2009 | \$ 170,010.00 |
| Amendment # 2008-012B | Additional Professional Services - Phase 7 through 10 | 6/5/2013 | \$193,010 |
| Amendment # 2008-012C | Software Maintenance - Phase 11 | 12/20/2017 | \$18,618 |
| Amendment # 2008-012D | Software Maintenance - Phase 12 | Upon G&C approval | \$18,618 |
| | CONTRACT TOTAL | | \$739,045.32 |

 D

August 31, 2018

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

Vicki Deighton
Vicki Deighton, President
Deighton Associates Ltd., Inc.

Date: Sept 5/18

Corporate Signature Notarized:

Province
STATE OF Ontario
Region
COUNTY OF Durham

On this the 5th day of Sept, 2018, before me, Margaret Cerrone, the undersigned Officer Vicki Deighton, personally appeared and acknowledged her/himself to be the President, of Deighton Associates Ltd, 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 Deighton Associates Ltd.

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

Margaret Cerrone
Notary Public/Justice of the Peace

(SEAL)

Margaret Grace Cerrone, Notary Public
Regional Municipality of Durham
limited to the attestation of instruments
and the taking of affidavits,
for Deighton Associates Ltd.
Expires 1st day of December 2019

My Commission Expires: Dec 1, 2019

Department of Transportation

Victoria Sheehan
Victoria Sheehan, Commissioner
Department of Transportation

Date: 10/12/18

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

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

Date: 11/7/18

Approved by the Governor and Council

State of New Hampshire, Governor and Council

Date: _____

State of New Hampshire

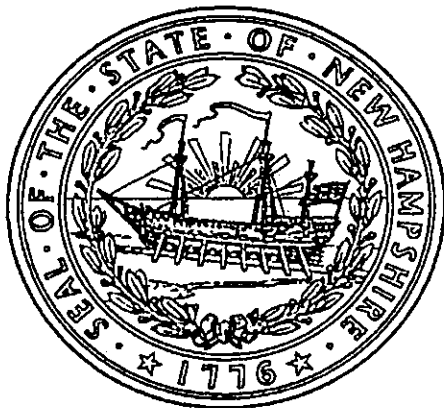
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DEIGHTON ASSOCIATES LTD. is a Canada Profit Corporation registered to transact business in New Hampshire on September 20, 1995. 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: 237051

Certificate Number : 0004164447



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of August A.D. 2018.

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

William M. Gardner
Secretary of State

Certificate of Vote

I, Robert Piane, Clerk/Secretary of Deighton Associates Ltd, do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of Deighton Associates Ltd, an Ontario corporation (Province of incorporation);
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 22nd day of August, 2017 , which meeting was duly held in accordance with Ontario (State of incorporation) law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the OIT of the Transportation Department, providing for the performance of certain IT Consulting Services, and that the President be and hereby is authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and he may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

- (5) The foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;
- (6) The following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Vicki Deighton _____ President
_____ Vice President
_____ Treasurer

- (7) The corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 5th day of September, 2018.



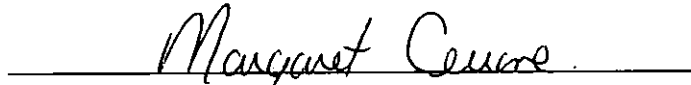
Clerk/Secretary

Province
STATE OF Ontario

Region
COUNTY OF Durham

On this the 5th day of Sept, 2018, before me, Margaret Cerrone, the undersigned Officer, personally appeared Robert Piane, who acknowledged her/himself to be the officer, of Deighton Associates Ltd, a corporation, and that she/he, as such officer 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 Deighton Associates Ltd.

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



Notary Public/Justice of the Peace

My Commission Expires: December 1, 2019

Official Seal:

Margaret Grace Cerrone, Notary Public
Regional Municipality of Durham
limited to the attestation of instruments
and the taking of affidavits,
for Deighton Associates Ltd.
Expires 1st day of December 2019



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

| | | | |
|--|------------------------|--|---------------------|
| CERTIFICATE HOLDER NAME AND MAILING ADDRESS | | INSURED'S FULL NAME AND MAILING ADDRESS | |
| New Hampshire Department of Transportation | | Deighton Associates Limited | |
| 5 Hazan Drive | | 223 Brock St. N Unit 7 | |
| P.O. Box 483 | | Whitby, ON | |
| Concord, NH | POSTAL CODE 03302-0483 | | POSTAL CODE L1N 4H6 |

DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)
Software Development, related IT Consulting Services

COVERAGES

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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| TYPE OF INSURANCE | INSURANCE COMPANY AND POLICY NUMBER | EFFECTIVE DATE YYYY/MM/DD | EXPIRY DATE YYYY/MM/DD | LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) | | |
|--|-------------------------------------|------------------------------|---------------------------|--|-------|---------------------|
| | | | | COVERAGE | DED. | AMOUNT OF INSURANCE |
| COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION | Berkley Canada Inc BC00912-1701 | 2018/4/5 | 2019/4/5 | COMMERCIAL GENERAL LIABILITY | | 5,000,000 |
| | | | | BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE | | 5,000,000 |
| | | | | PRODUCTS AND COMPLETED OPERATIONS AGGREGATE | 1,000 | 5,000,000 |
| | | | | <input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY | 1,000 | 5,000,000 |
| | | | | MEDICAL PAYMENTS | | 25,000 |
| | | | | TENANTS LEGAL LIABILITY | 1,000 | 1,000,000 |
| | | | | POLLUTION LIABILITY EXTENSION | | |
| <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input checked="" type="checkbox"/> HIRED AUTOMOBILES | Berkley Canada Inc BC00912-1701 | 2018/4/5 | 2019/4/5 | NON OWNED AUTOMOBILE | | 1,000,000 |
| | | | | | | |
| AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small> | | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | | |
| | | | | BODILY INJURY (PER PERSON) | | |
| | | | | BODILY INJURY (PER ACCIDENT) | | |
| | | | | PROPERTY DAMAGE | | |
| | | | | EACH OCCURRENCE | | |
| EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> | | | | AGGREGATE | | |
| | | | | | | |
| OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | | | | | | |

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

| | | | |
|---|--------------------|---|------------------------|
| BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS | | ADDITIONAL INSURED NAME AND MAILING ADDRESS <small>(but only with respect to the operations of the Named Insured)</small> | |
| HUB International Ontario Limited | | New Hampshire Department of Transportation | |
| 2265 Upper Middle Rd E, Suite 700 | | 5 Hazan Drive | |
| Oakville, ON | | P.O. Box 483 | |
| | POSTAL CODE L6H0G5 | Concord, NH | |
| BROKER CLIENT ID: DEIGASS-01 | | | POSTAL CODE 03302-0483 |

| | | | |
|---|---------------|--|-----------------------------|
| CERTIFICATE AUTHORIZATION | | CONTACT NUMBER(S) | |
| ISSUER HUB International Ontario Limited | | TYPE Phone NO. (905) 847-5500 | TYPE Fax NO. (888) 836-4553 |
| AUTHORIZED REPRESENTATIVE Stephen Scott | | TYPE NO. | TYPE NO. |
| SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>Stephen Scott</i> | DATE 2018/8/8 | EMAIL ADDRESS stephen.scott@hubinternational.com | |



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Sam
32

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

Bureau of Materials and Research
November 20, 2017

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (NHDOT) to enter into a **SOLE SOURCE** amendment of the Department's Agreement (Contract #2008-012 approved on December 11, 2007, as Item #95) with Deighton Associates Ltd. (Vendor Code #176559) of Bowmanville, Ontario, Canada by increasing the total amount by \$18,618.00 from \$701,809.32 to \$720,427.32 to continue to support the use and development of the Department's computer based software Pavement Management System. The contract amendment would extend the contract completion date and software licensing to December 31, 2018. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds for FY 2018 as follows:

| | <u>FY 2018</u> |
|--|----------------|
| 04-096-096-962515-2944 | |
| SPR Planning Funds | |
| 046-500464 Gen Consultants Non-Benefit | \$18,618 |

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This system has been in use since 2009, and the current contract completion date is December 31, 2017. NHDOT is requesting a three-year sole source extension, until December 31, 2020, for software maintenance only, for the purpose of continuing the in-house use/development of the system. The

amendment will initially extend the software maintenance to December 31, 2018, with the option of extending two additional years to December 31, 2020, at a cost of \$18,618 per year (\$55,854 total).

NHDOT will be working towards a replacement pavement management solution in this timeframe, which may take up to three years to acquire and implement. In addition, the method of collecting roadway condition data is currently being evaluated, and the collection method selected will need to be considered as a replacement pavement management system plan.

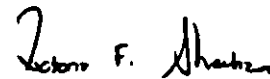
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The SPR funds being proposed for this purchase are specified by FHWA to be used in support of planning activities, which includes pavement management. The project funding is 80% Federal with 20% State match. Turnpike Toll Credit is being utilized for match requirements, effectively using 100% Federal funds.

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 NHDOT has verified funding for each fiscal year is contingent upon the availability and continued appropriations of funds. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services. Subsequent to your approval, the agreement will be on file at NHDOT.

We respectfully request your approval of this resolution.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments



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

Denis Goulet
Commissioner

November 17, 2017

Victoria F. Sheehan, Commissioner
Department of Transportation
State of New Hampshire
7 Hazen Drive
Concord, NH 03302

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 **sole source** amendment with Deighton Associates Ltd. Of Bowmanville, Ontario, Canada as described below and referenced as DoIT No. 2008-012C.

The purpose of this request is to enter into a **sole source** contract amendment with Deighton Associates Ltd. to continue the maintenance and support of the NHDOT Pavement Management System (PMS).

The amount of the contract amendment is \$18,618.00, increasing the current contract from \$701,809.32 to \$720,427.32. The contract shall become effective upon Governor and Council approval through December 31, 2018.

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/kaf
DoIT #2008-012C

cc: Gail Hambleton, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DEIGHTON PAVEMENT MANAGEMENT SYSTEM CONTRACT
CONTRACT 2008-012
CONTRACT AMENDMENT 2008-012C**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract #2008-012, on December 11, 2007, Item #95, Contract Amendment 2008-012A, on June 17, 2009, Item #318, and Contract Amendment 2008-012B, on June 5, 2013, Item #204 (herein after referred to as the "Agreement"), Deighton Associates, Ltd. (hereinafter referred to as the "Vendor", "Deighton") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Transportation, and the Department of Information Technology, (hereinafter referred to as the "Department") acting for the benefit of the Department of Transportation, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16: *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, Deighton and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, pursuant to an Agreement approved as a result of NHDOT RFI for a Pavement Management System dated May 2, 2006, Deighton agreed to supply certain additional services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of certain sums as specified therein, the Department and the Vendor seek to clarify the Agreement;

WHEREAS, the Department wishes to increase the Deighton Contract price by \$ 18,618 increasing the total contract price from \$701,809.32 to \$720,427.32.

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

Contract Agreement-General Provisions is hereby amended as follows:

1. Amend Section 1.7 of the General Provisions of the Agreement to reflect the new Completion Date of December 31, 2020.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$ 18,618 from \$701,809.32 to \$720,427.32.

The Statement of Work of the original contract agreement is hereby amended as follows:

1. Amend Section 2.1 *Term* to reflect the new completion date of December 31, 2018:

| | |
|---|--|
| Statement of Work Section 2.1 Term | Delete: The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date"). |
|---|--|

Contract Amendment 2008-012C
November 8, 2017

| | |
|--|---|
| | <p>The Contract shall begin on the Effective Date and extend through December 31, 2017.</p> <p>Replace with:</p> <p>The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date").</p> <p>The Contract shall begin on the Effective Date and extend through December 31, 2018, with the option to renew annually for two additional one year increments.</p> |
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2. Amend Section 2.1 *Term* to reflect the new completion date of December 31, 2018:

| | |
|--|--|
| <p>Statement of Work Section 4.4 State Contract Manager</p> | <p>Delete:</p> <p>The State shall assign a contract manager who shall function as the State's representative with regard to Contract Administration. The State Contract Manager is:</p> <p>Alan Rawson, Bureau Administrator, Materials and Research NH Department of Transportation Bureau of Materials and Research PO Box 483, 5 Hazen Drive Concord, NH 03302-0483 TEL: (603) 271-3151 FAX: (603) 271-8700 EMAIL: arawson@dot.state.nh.us</p> <p>Replace with:</p> <p>The State shall assign a contract manager who shall function as the State's representative with regard to Contract Administration. The State Contract Manager is:</p> <p>Charles Dusseault, Bureau Administrator, Materials and Research NH Department of Transportation Bureau of Materials and Research PO Box 483, 5 Hazen Drive Concord, NH 03302-0483 TEL: (603) 271-3151 FAX: (603) 271-8700 EMAIL: Chuck.Dusseault@dot.nh.gov</p> |
|--|--|

Contract Amendment 2008-012C
November 8, 2017

Exhibit A: *Contract Deliverables*, of the original contract agreement, is hereby amended to reflect the addition of new deliverables by adding Table 1 Amendment C detailed below:

TABLE 1 Amendment C

| CONTRACT # | DESCRIPTION/DELIVERABLE | DUE DATE |
|------------|--|---------------------|
| 2008-012C | | |
| | Phase 11 - Software Maintenance | |
| | 11.1 Software Maintenance | (12/31/17-12/31/18) |
| | AMENDMENT TOTAL | \$ 18,618 |
| | 11.2 Software Maintenance (Optional Extension 1) | (12/31/18-12/31/19) |
| | 11.3 Software Maintenance (Optional Extension 2) | (12/31/19-12/31/20) |

Exhibit B: *Price and Payment Schedule*, of the original contract agreement, is hereby amended to reflect the addition of new deliverables.

| | |
|--|---|
| <p>Exhibit B Section 1.1 Not-to-Exceed</p> | <p>Delete:</p> <p>This is a not-to-exceed Contract for \$701,809.32 for the period between the Effective Date through December 31, 2017. Deighton shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Deighton to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p> <p>Replace with:</p> <p>This is a not-to-exceed Contract for \$720,427.32 for the period between the Effective Date through December 31, 2018. Deighton shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Deighton to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p> |
|--|---|

Contract Amendment 2008-012C
November 8, 2017

| | |
|---|---|
| <p>Exhibit B Section 2 TOTAL CONTRACT PRICE</p> | <p>Delete: Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$701,809.32 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only, and the complete reimbursement to Deighton for all fees and expenses, of whatever nature, incurred by Deighton in the performance hereof.</p> <p>Replace with: Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$720,427.32 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only, and the complete reimbursement to Deighton for all fees and expenses, of whatever nature, incurred by Deighton in the performance hereof.</p> |
|---|---|

Amend Exhibit B, as Section 3B: *Additional Tasks Invoicing Amounts* by adding Table 3B Amendment B below

This Contract amendment will allow Deighton to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

Table 3C Amendment C

| CONTRACT # | DESCRIPTION/DELIVERABLE | AMENDMENT AMOUNT (NOT TO EXCEED) |
|------------|--|-------------------------------------|
| 2008-012C | | |
| | Phase 11 - Software Maintenance | |
| | 11.1 Software Maintenance | \$18,618 |
| | AMENDMENT TOTAL | \$18,618 |
| | 11.2 Software Maintenance (Optional Extension 1) | \$18,618 |
| | 11.3 Software Maintenance (Optional Extension 2) | \$18,618 |

Contract Amendment 2008-012C
November 8, 2017

Deighton Pavement Management System Contract History

| CONTRACT AND AMENDMENT NUMBER | AMENDMENT TYPE | EFFECTIVE DATE | CONTRACT AMOUNT (NOT TO EXCEED) |
|--------------------------------------|---|-----------------------|--|
| Contract #2008-012 | Deighton Pavement Management System Contract | 12/11/2007 | \$ 338,789.32 |
| Amendment # 2008-012A | Additional Professional Services - Phase 1 through 6 | 6/17/2009 | \$ 170,010.00 |
| Amendment # 2008-012B | Additional Professional Services - Phase 7 through 10 | Upon G&C approval | \$193,010 |
| Amendment # 2008-012C | Software Maintenance - Phase 11 | Upon G&C approval | \$18,618 |
| | CONTRACT TOTAL | | \$720,427.32 |

Contract Amendment 2008-012C
November 8, 2017

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.

Vicki Deighton
Vicki Deighton, President
Deighton Associates Ltd., Inc.

Date: Nov 8/17

Margaret Grace Cerrone, Notary Public
Regional Municipality of Durham
limited to the attestation of instruments
and the taking of affidavits,
for Deighton Associates Ltd.
Expires 1st day of December 2019

Corporate Signature Notarized:

Province Ontario
STATE OF Ontario
Region Durham
COUNTY OF Durham

On this the 8th day of November, 2017, before me, Margaret Cerrone, the undersigned Officer Vicki Deighton, personally appeared and acknowledged her/himself to be the Secretary, of Deighton Associates Ltd., a corporation, and that she/he, as such secretary 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 Deighton Associates Ltd.

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

Margaret Cerrone
Notary Public/Justice of the Peace

(SEAL)

My Commission Expires: December 1, 2019

Department of Transportation

Christopher D. Clement, Sr.
Christopher D. Clement, Sr., Commissioner
Department of Transportation

Date: 11/28/17

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

Thomas Greenstein
State of New Hampshire, Department of Justice

Date: 12/5/17

Approved by the Governor and Council

State of New Hampshire, Governor and Council

Date: _____

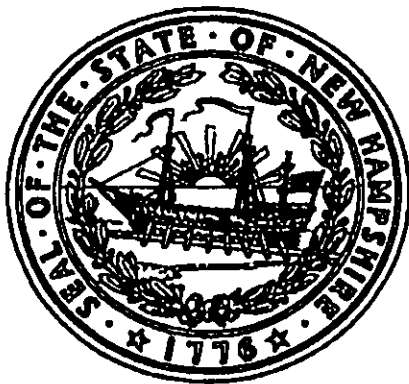
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DEIGHTON ASSOCIATES LTD. is a Canada Profit Corporation registered to transact business in New Hampshire on September 20, 1995. 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: 237051



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of November A.D. 2017.

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

William M. Gardner
Secretary of State

Certificate of Vote

I, Robert Piene, Clerk/Secretary of Deighton Associates Ltd, do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of Deighton Associates Ltd, a _____ corporation (State of incorporation);
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 22nd day of August, 2017, which meeting was duly held in accordance with Ontario (State of incorporation) law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the OIT of the Transportation Department, providing for the performance of certain IT Consulting Services, and that the President be and hereby is authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and he may deem necessary, desirable or appropriate to accomplish the same;


RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

- (5) The foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;
- (6) The following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

_____ Vicki Deighton _____ President CEO
_____ _____ Vice President
_____ _____ Treasurer

- (7) The corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 20th day of November, 2017.



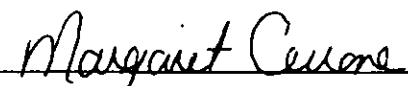
P. Eva.
Clerk/Secretary

Province
STATE OF Ontario

Region
COUNTY OF Durham

On this the 20 day of November, 2017, before me, Margaret Cerrone, the undersigned Officer, personally appeared Robert Prince, who acknowledged her/himself to be the Officer, of Deighton Associates Ltd., a corporation, and that she/he, as such Officer 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 Deighton Associates Ltd.

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



Notary Public/Justice of the Peace

My Commission Expires: December 1, 2019

Official Seal:

Margaret Grace Cerrone, Notary Public
Regional Municipality of Durham
limited to the attestation of instruments
and the taking of affidavits,
for Deighton Associates Ltd.
Expires 1st day of December 2019

CSIO

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

| | | | |
|--|------------------------|--|---------------------|
| CERTIFICATE HOLDER - NAME AND MAILING ADDRESS | | INSURED'S FULL NAME AND MAILING ADDRESS | |
| New Hampshire Department of Transportation | | Deighton Associates Limited | |
| 5 Hazan Drive | | 223 Brock St. N Unit 7 | |
| P.O. Box 483 | | Whitby, ON | |
| Concord, NH | POSTAL CODE 03302-0483 | | POSTAL CODE L1N 4H6 |

DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (not only with respect to the operations of the Named Insured)
 Software Development, related IT Consulting Services

COVERAGES

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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| TYPE OF INSURANCE | INSURANCE COMPANY AND POLICY NUMBER | EFFECTIVE DATE YYYY/MM/DD | EXPIRY DATE YYYY/MM/DD | LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) | | |
|---|-------------------------------------|---------------------------|------------------------|--|-------|---------------------|
| | | | | COVERAGE | DED. | AMOUNT OF INSURANCE |
| COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION | Berkley Canada Inc BC00912-1701 | 2017/4/5 | 2018/4/5 | COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE - EACH OCCURRENCE PRODUCTS AND COMPLETED OPERATIONS AGGREGATE <input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY MEDICAL PAYMENTS TENANTS LEGAL LIABILITY POLLUTION LIABILITY EXTENSION | 1,000 | 5,000,000 |
| NON-OWNED AUTOMOBILES / RENTED AUTOMOBILES AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> | Berkley Canada Inc BC00912-1701 | 2017/4/5 | 2018/4/5 | NON OWNED AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE COMBINED BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE EACH OCCURRENCE AGGREGATE | | 1,000,000 |
| OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | | | | | | |

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

| | | | |
|--|--------------------|---|--|
| BROKER/AGENCY FULL NAME AND MAILING ADDRESS | | ADDITIONAL INSURED NAME AND MAILING ADDRESS <small>(not only with respect to the operations of the Named Insured)</small> | |
| HUB International Ontario Limited | | New Hampshire Department of Transportation | |
| 2265 Upper Middle Rd E, Suite 700 | | 5 Hazan Drive | |
| Oakville, ON | | P.O. Box 483 | |
| | POSTAL CODE L6H0G5 | Concord, NH | |

BROKER CLIENT ID: DEIGASS-01 POSTAL CODE 03302-0483

| | |
|---|---|
| CERTIFICATE AUTHORIZATION | CONTACT NUMBER(S) |
| BY HUB International Ontario Limited | TYPE Phone NO. (905) 847-5500 TYPE Fax NO. (888) 836-4553 |
| AUTHORIZED REPRESENTATIVE Stephen Scott | TYPE NO. TYPE NO. |

SIGNATURE OF AUTHORIZED REPRESENTATIVE *Stephen Scott* DATE 2017/10/31 EMAIL ADDRESS stephen.scott@hubinternational.com

MAY 24 11 3 AM 2013

204 *gr*

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



**CHRISTOPHER D. CLEMENT SR.
COMMISSIONER**



**JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER**

Bureau of Materials & Research
May 22, 2013

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

Sole Source

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (NHDOT) to enter into a **SOLE SOURCE** amendment of the Department's Agreement (Contract #2008-012 approved on December 11, 2007, as Item #95) with Deighton Associates Ltd. (Vendor Code #176559) of Bowmanville, Ontario, Canada by increasing the total amount by \$193,010.00, from \$508,799.32 to \$701,809.32 to continue to support and develop the Department's computer based software Pavement Management System. The contract amendment would extend the contract completion date and software licensing to December 31, 2017, and provide for support services related to annual and special data requests. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds for FY 2014 through FY 2017 as follows:

| | <u>FY 2014</u> | <u>FY 2015</u> | <u>FY 2016</u> | <u>FY 2017</u> |
|--|----------------|----------------|----------------|----------------|
| 04-96-96-962015-3022 SPR Planning Funds | | | | |
| 046-500464 Gen Consultants Non-Benefit | \$46,481 | \$45,635 | \$50,912 | \$49,982 |

EXPLANATION

Additional services are required from Deighton Associates Ltd. (Deighton) to continue the development and maintenance of the Department's Pavement Management System (PMS), to meet the annual Federal Highway Performance Monitoring System (HPMS) submission requirements, and to support special requests for pavement data to support the balanced scorecard, Tri-State Performance Measures, and performance metrics required with the new federal reauthorization bill, MAP-21. The NHDOT is requesting to amend and extend the current agreement in order to provide for software maintenance totaling \$66,010 and additional software development and customization services totaling \$127,000 over the contract duration. The PMS is a system application that has been purchased from and highly customized to the Department's needs by Deighton. This is a sole source amendment since the continued

software use and maintenance can only be provided by Deighton. Likewise, as the software developer, Deighton is uniquely qualified to provide the continuing development services required

The current contract completion date is June 30, 2013. The amendment will extend the contract completion and software licensing to December 31, 2017. The cost for the four years of software maintenance is \$66,010. This amount, combined with the allocation for services (\$127,000), is the requested amendment total of \$193,010.

The original contract was amended via Contract Amendment #2008-012A, approved on June 17, 2009, as Item #318. The current amended not-to-exceed contract limitation is \$508,799.32, of which \$462,337.53 has been expended to date. The remaining approximate \$46,462 will be utilized for development, technical support and training.

The SPR funds being proposed for this purchase are specified by FHWA to be used in support of planning activities, which includes pavement management. The project funding is 80% Federal with 20% State match. Turnpike Toll Credit is being utilized for match requirements, effectively using 100% Federal funds.

The PMS helps determine the most strategic timing and appropriate application of pavement preservation techniques and the cost of deferring those pavement treatments to provide for long-term strategic planning and optimized asset management. A well-supported PMS will assist in ensuring that the \$57 million being spent annually on roadway resurfacing provides the best return for the State.

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 NHDOT has verified funding for each fiscal year is contingent upon the availability and continued appropriations of funds. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services. Subsequent to your approval, the agreement will be on file at NHDOT.

We respectfully request your approval of this resolution.

Sincerely,


for Christopher D. Clement, Sr.
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

Peter C. Hastings
Acting Commissioner

May 6, 2013

Christopher D. Clement Sr., Commissioner
State of New Hampshire
Department of Transportation
John O. Morton Building
7 Hazen Drive
Concord, NH 03302-0483

Dear Commissioner Clement:

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 Deighton Associates Ltd. (Vendor Code #42632) of Bowmanville, Ontario, Canada, as described below and referenced as OIT No. 2008-012B.

Authorize the Department of Transportation (DOT) to enter into contract amendment with Deighton Associates Ltd. to continue support and development for Department's computer based software Pavement Management System. The amendment would be in effect from the date of Governor and Council approval through December 31, 2017. The not to exceed amendment amount of \$193,010 increases the contract cost from \$508,799.32 to \$709,809.32.

This project is set forth in the Department of Transportation Strategic Information Technology Plan dated October 18, 2005, Project Name: Support and Upkeep of Operational/COTS Systems, initiative #196.

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

Sincerely,

Peter C. Hastings

PCH/dcp
OIT 2008-012B

cc: David Perry, IT Manager, DoIT, Bureau of Finance & Administration
Gail Hambleton, IT Leader, Transportation, DoIT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DEIGHTON PAVEMENT MANAGEMENT SYSTEM CONTRACT
CONTRACT 2008-012
CONTRACT AMENDMENT 2008-012B**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract #2008-012, on December 11, 2007, Item #95, and Contract Amendment 2008-012A, on June 17, 2009, Item #318, (herein after referred to as the "Agreement"), Deighton Associates, Ltd. (hereinafter referred to as the "Vendor", "Deighton") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Transportation, and the Department of Information Technology, (hereinafter referred to as the "Department") acting for the benefit of the Department of Transportation, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16: *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, Deighton and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, pursuant to an Agreement approved as a result of NHDOT RFI for a Pavement Management System dated May 2, 2006, Deighton agreed to supply certain additional services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of certain sums as specified therein, the Department and the Vendor seek to clarify the Agreement;

WHEREAS, the Department wishes to increase the Deighton Contract price by \$193,010.00 increasing the total contract price from \$508,799.32 to \$701,809.32.

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

Contract Agreement-General Provisions is hereby amended as follows:

1. Amend Section 1.7 of the General Provisions of the Agreement to reflect the new Completion Date of December 31, 2017.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$193,010 from \$508,799.32 to \$701,809.32.

The Statement of Work of the original contract agreement is hereby amended as follows:

1. Amend Section 2.1 *Term* to reflect the new completion date of December 31, 2017:

| | |
|---|--|
| Statement of Work Section 2.1 Term | Delete: The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date"). |
|---|--|

Contract Amendment 2008-012B
April 25, 2013

| | |
|--|---|
| | <p>The Contract shall begin on the Effective Date and extend through June 30, 2013.</p> <p>Replace with:</p> <p>The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date").</p> <p>The Contract shall begin on the Effective Date and extend through December 31, 2017.</p> |
|--|---|

Exhibit A: *Contract Deliverables*, of the original contract agreement, is hereby amended to reflect the addition of new deliverables by adding Table 1 Amendment B detailed below:

TABLE 1 Amendment B

| CONTRACT # | DESCRIPTION/DELIVERABLE | DUE DATE |
|------------|--|---------------------|
| 2008-012B | | |
| | Phase 7 - Software Maintenance | |
| | 7.1 Software Maintenance | (12/10/13-12/9/14) |
| | 7.2 Software Maintenance | (12/10/14-12/9/15) |
| | 7.3 Software Maintenance | (12/10/15-12/9/16) |
| | 7.4 Software Maintenance | (12/10/16-12/31/17) |
| | Phase 8 - Onsite Development and Training Onsite system development, refinement and training. Refinement of predictive model as needed. Annual amount is not to exceed. | |
| | 8.1 Onsite Services | 7/1/13 – 6/30/14 |
| | 8.2 Onsite Services | 7/1/14 – 6/30/15 |
| | 8.3 Onsite Services | 7/1/15 – 6/30/16 |
| | 8.4 Onsite Services | 7/1/16 – 6/30/17 |

Contract Amendment 2008-012B
April 25, 2013

| | | |
|--|---|-------------------|
| | Phase 9 - Annual Requests - Offsite Annual services to be received to update DOT Balanced Scorecard and Annual Report. Annual amount is not to exceed. | |
| | 9.1 Annual Requests | 7/1/13 - 6/30/14 |
| | 9.2 Annual Requests | 7/1/14 - 6/30/15 |
| | 9.3 Annual Requests | 7/1/15 - 6/30/16 |
| | 9.4 Annual Requests | 7/1/16 - 6/30/17 |
| | Phase 10 - Special Requests - Offsite Additional services needed to extract information from the pavement management System. Annual amount is not to exceed. | |
| | 10.1 Special Requests | 7/1/13 - 6/30/14 |
| | 10.2 Special Requests | 7/1/14 - 6/30/15 |
| | 10.3 Special Requests | 7/1/15 - 6/30/16 |
| | 10.4 Special Requests | 7/1/16 - 6/30/17 |
| | AMENDMENT TOTAL | \$ 193,010 |

Exhibit B: *Price and Payment Schedule*, of the original contract agreement, is hereby amended to reflect the addition of new deliverables.

| | |
|--|---|
| <p>Exhibit B Section 1.1 Not-to-Exceed</p> | <p>Delete:</p> <p>This is a not-to-exceed Contract for \$338,789.32 for the period between the Effective Date through June 30, 2013. Deighton shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Deighton to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p> <p>Replace with:</p> <p>This is a not-to-exceed Contract for \$701,809.32 for the period between the Effective Date through December 31, 2017. Deighton shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Deighton to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment</p> |
|--|---|

Contract Amendment 2008-012B
April 25, 2013

| | |
|--|---|
| | tables below. |
| Exhibit B Section 2 TOTAL CONTRACT PRICE | <p>Delete: Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$338,789.32 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only, and the complete reimbursement to Deighton for all fees and expenses, of whatever nature, incurred by Deighton in the performance hereof.</p> <p>Replace with: Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$701,809.32 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only, and the complete reimbursement to Deighton for all fees and expenses, of whatever nature, incurred by Deighton in the performance hereof.</p> |

Amend Exhibit B, as Section 3B: *Additional Tasks Invoicing Amounts* by adding Table 3B Amendment B below

This Contract amendment will allow Deighton to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

Table 3B Amendment B

| CONTRACT # | DESCRIPTION/DELIVERABLE | AMENDMENT AMOUNT (NOT TO EXCEED) |
|------------|---------------------------------------|----------------------------------|
| 2008-012B | | |
| | Phase 7 - Software Maintenance | |
| | 7.1 Software Maintenance | \$15,316 |
| | 7.2 Software Maintenance | \$16,082 |
| | 7.3 Software Maintenance | \$16,886 |
| | 7.4 Software Maintenance | \$17,731 |

Contract Amendment 2008-012B
April 25, 2013

| | | |
|--|--|-------------------|
| | Phase 8 - Onsite Development and Training | |
| | 8.1 Onsite Services | \$12,550 |
| | 8.2 Onsite Services | \$13,015 |
| | 8.3 Onsite Services | \$13,504 |
| | 8.4 Onsite Services | \$14,017 |
| | Phase 9 - Annual Requests - Offsite | |
| | 9.1 Annual Requests | \$ 7,160 |
| | 9.2 Annual Requests | \$ 4,510 |
| | 9.3 Annual Requests | \$ 7,893 |
| | 9.4 Annual Requests | \$ 4,973 |
| | Phase 10 - Special Requests - Offsite | |
| | 10.1 Special Requests | \$ 11,455 |
| | 10.2 Special Requests | \$ 12,028 |
| | 10.3 Special Requests | \$ 12,629 |
| | 10.4 Special Requests | \$ 13,261 |
| | AMENDMENT TOTAL | \$ 193,010 |

Contract Amendment 2008-012B
April 25, 2013

Exhibit B: *Price and Payment Schedule*, Table 2 – Deighton Labor Rates, of the original contract agreement, is hereby replaced with Table 2 Amendment B to reflect the addition of labor rates for State Fiscal Years (SFY) appearing in the table shown below:

Table 2 Amendment B

| Position Title | SFY 2014 7/1/2013- 6/30/2014 | SFY 2015 7/1/2014- 6/30/2015 | SFY 2016 7/1/2015- 6/30/2016 | SFY 2017 7/1/2016- 6/30/2017 |
|----------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| Senior Engineer | \$178.98 | \$187.93 | \$197.33 | \$207.20 |
| Technical Specialist | \$176.02 | \$184.82 | \$194.06 | \$203.77 |
| Programmer | \$170.78 | \$179.32 | \$188.29 | \$197.70 |

Deighton Pavement Management System Contract History

| CONTRACT AND AMENDMENT NUMBER | AMENDMENT TYPE | EFFECTIVE DATE | CONTRACT AMOUNT (NOT TO EXCEED) |
|-------------------------------|---|-------------------|---------------------------------|
| Contract #2008-012 | Deighton Pavement Management System Contract | 12/11/2007 | \$ 338,789.32 |
| Amendment # 2008-012A | Additional Professional Services – Phase 1 through 6 | 6/17/2009 | \$ 170,010.00 |
| Amendment # 2008-012B | Additional Professional Services – Phase 7 through 10 | Upon G&C approval | \$193,010 |
| | CONTRACT TOTAL | | \$701,809.32 |

Contract Amendment 2008-012B
April 25, 2013

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.

Vicki Deighton
Vicki Deighton, President
Deighton Associates Ltd., Inc.

Date: May 1st, 2013

Corporate Signature Notarized:

STATE OF Town of Whitby
COUNTY OF Province of Ontario, CANADA

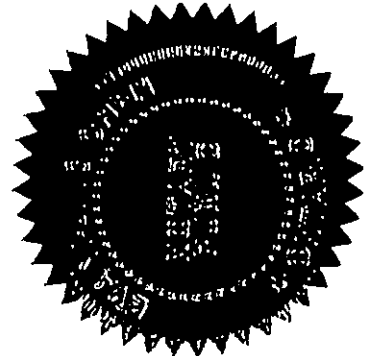
On this the 1st day of MAY, 2013, before me, EVA RYEN, the undersigned Officer VICKI DEIGHTON personally appeared and acknowledged her/himself to be the PRESIDENT of DEIGHTON ASSOCIATES LTD. INC. a corporation, and that she/he, as such president being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as president.

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

[Signature]
Notary Public/Justice of the Peace

My Commission Expires: N/A

(SEAL)



Department of Transportation

William J. Cass
For Christopher D. Clement, Sr., Commissioner
Department of Transportation
William J. Cass, P.E.
Director of Project Development
NHDOT

Date: 5/10/13

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

[Signature]
State of New Hampshire, Department of Justice
John J. Conforti

Date: 5/16/13

Approved by the Governor and Council

State of New Hampshire, Governor and Council

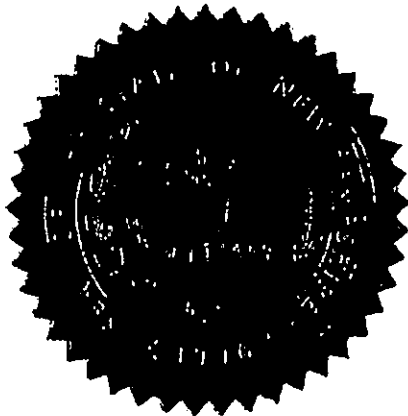
Date: _____

Initial all pages
Deighton Associates Ltd. Initials [Signature]

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 DEIGHTON ASSOCIATES LTD. a(n) Canada corporation, is authorized to transact business in New Hampshire and qualified on September 20, 1995. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April, A.D. 2013

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

William M. Gardner
Secretary of State

-CERTIFICATE OF VOTE-

BE IT RESOLVED by the Board of Directors of DEIGHTON ASSOCIATES LTD., a corporation organized and existing under the laws of the Federal Government of Canada, and domiciled in the Town of Whitby, in the Province of Ontario, that Vicki Deighton, CEO of the Corporation and /or Robert Plane, President of the Corporation, be, and are hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Corporation for engineering consulting services for

New Hampshire Department of Transportation

-CERTIFICATE-

I, George Crossman, Assistant Secretary of Deighton Associates Ltd., do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the board of Directors of said corporation on the First day of April, 2013; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.


IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this 9th day of May, 2013.



GEORGE CROSSMAN

Assistant Secretary

EXECUTED before me at the City of Toronto, in the Province of Ontario, Canada.



BEARD WINTER LLP
Barristers and Solicitors
Suite 701 - 130 Adelaide Street West
Toronto, ON M5H 2K4
Tel: 416.593.5555
Fax: 416.593.7760
www.beardwinter.com



Certificate of Insurance

Flewwelling Insurance, a div. of Johnson Inc.

120 North Queen St., Suite 113, Burlington, ON N7C 5K4 • (416) 622-6713

Insurance Company: Berkey Insurance Company
 1 First Canadian Place, 100 King St West, Suite 2610
 Toronto, ON M5X 1C8

This is to certify to

Name: New Hampshire Department of Transportation
 5 Hazan Drive, P.O. Box 483
 Concord, New Hampshire 03302-0483

that policies of insurance as herein described have been
 issued to the insured named below and are in force at
 this date.

Names Insured: Deighton Associates Limited

Address: 223 Brock Street North, Unit 7, Whitby, ON L1N 4H6

| Kind of Policy | Policy Number | Policy Period | | Limits of Insurance* | |
|--|---------------|----------------|---------------|---|--|
| | | Effective date | Expiry date | | |
| Commercial General Liability Occurrences or Claims Made <input checked="" type="checkbox"/> Products and/or Completed Operations Included <input checked="" type="checkbox"/> Excluded <input type="checkbox"/> Cross Liability Yes <input type="checkbox"/> No <input type="checkbox"/> Employer's Liability Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | BC90000420 | April 5, 2013 | April 5, 2014 | each occurrence limit \$ 5,000,000 Products-Completed operations Aggregate Limit \$ 5,000,000 Personal Injury Limit \$ 5,000,000 Tenants Legal Liability Limit \$ 1,000,000 Any one premises Medical Expense Limit \$25,000 Any one person | |
| Automobile Liability All owned vehicles <input type="checkbox"/> **Specific vehicles only <input type="checkbox"/> Standard Non-Owned <input checked="" type="checkbox"/> Hired vehicles <input type="checkbox"/> Leased vehicles <input type="checkbox"/> | BC90000420 | April 5, 2013 | April 5, 2014 | \$ 1,000,000 Inclusive Limit | Bodily Injury and Property Damage combined |
| | | | | ** describe specific vehicles N/A | |

Note:

It is hereby agreed and understood that the New Hampshire Department of Transportation is added as an additional insured but only with respect to the liability arising from the named insured.

Date: April 12, 2013

Julia Halley
 Julia Halley

Flewwelling Insurance, a div of Johnson Inc.

FLEWWELLING INSURANCE
 A Division of Johnson Inc.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



GEORGE N. CAMPBELL, JR.
COMMISSIONER



JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

June 3, 2009

Bureau of Materials & Research

His Excellency, Governor John H. Lynch; and
The Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (NHDOT) and the Office of Information Technology (OIT) to amend the Department's Agreement (Contract #2008-012 approved on December 11, 2007 as Item #95) with Deighton Associates Ltd. (Vendor Code #42632) of Bowmanville, Ontario, Canada by increasing the total amount by \$170,010.00, from \$338,789.32 to \$508,799.32 to continue to develop the Department's computer based software Pavement Management System. The contract would remain in effect from the date of Governor and Council approval through June 30, 2013. Funding for FY 2009 is 80% Federal and 20% highway funds.

Funding is available in SPR Planning as follows.

| State Fiscal Year | Account Number | Agency | Description | Amount |
|-------------------|-----------------------|--------|---------------|------------------|
| 2009 | 015-096-3022-046-0464 | DOT | SPR Planning | \$170,010 |
| | | | TOTAL: | \$170,010 |

EXPLANATION

The NHDOT is requesting to amend the current agreement in order to continue development of the Pavement Management System (PMS). The original not-to-exceed contract limitation is \$338,789.32, of which \$246,620.43 has been expended to date including purchasing the software application (\$80,000), training and technical support (\$60,000), and development of the PMS (\$106,000). The amendment is needed for additional work by the consultant due to staff turnover within the Department's Pavement Management Section, the new Data Collection Vehicle purchase (Pathway Services), and special requests for information/data from the Bureau of Planning and Community Assistance.

The purchase of the new Pathway Data Collection Vehicle will affect the PMS. The new vehicle will replace visual observation and manual data entry by collection of high-resolution digital imagery of the pavement surface which will then be analyzed by the software program. To accommodate this improvement, new cracking indices and performance curves need to be developed and integrated into the PMS. Deighton staff will also work with the Department and Pathway Services to develop a software application to automate the PMS data loading procedure that will improve data consistency and accuracy. The scope and costs for the above tasks were not available when the existing Deighton agreement was developed.

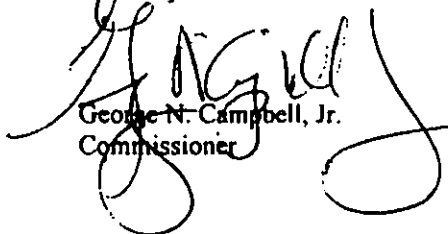
This amendment is required to complete the initial PMS implementation, train the Pavement Data Management Engineer, integrate the new Data Collection Vehicle with the PMS, develop a customized software application to automate the PMS data loading process, generate pavement management strategies for 2010 using the data obtained from the new Data Collection Vehicle, and accommodate future data requests.

Once fully developed, the PMS will help determine the most strategic timing and appropriate application of pavement preservation techniques, as well as, the cost of deferring those pavement treatments, thereby providing for long-term strategic planning and asset management. A well-supported PMS will help ensure that the \$30 plus million being spent annually on roadway resurfacing will provide the best return for the State.

The agreement has been approved by the Attorney General as to form and execution. The NHDOT has verified that the necessary funds are available for FY 2009. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services. Subsequent to your approval, the agreement will be on file at NHDOT.

We respectfully request your approval of this resolution.

Sincerely,



George N. Campbell, Jr.
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
603-271-2843 1-800-852-3345 x2843
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Richard C. Bailey, Jr.
Chief Information Officer

May 29, 2009

George N. Campbell, Jr.
Commissioner
State of New Hampshire
Department of Transportation
John O. Morton Building
7 Hazen Drive
Concord, NH 03302-0483

Dear Commissioner Campbell:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Deighton Associates Ltd. (Vendor Code #42632) of Bowmanville, Ontario, Canada, as described below and referenced as OIT No. 2008-012.

Authorize the Department of Transportation (DOT) to enter into contract amendment with Deighton Associates Ltd. for the purpose of upgrading and updating the Department of Transportation's computer software based Pavement Management System. The amendment would be in effect from the date of Governor and Council approval through September 30, 2010. The not to exceed amendment amount of \$170,010.00 increases the contract cost from \$338,789.32 to \$508,799.32.

This project is set forth in the Department of Transportation Strategic Information Technology Plan dated October 18, 2005, Project Name: Support and Upkeep of Operational/COTS Systems, initiative #196.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Richard C. Bailey, Jr.", written over a faint circular stamp.

Richard C. Bailey, Jr.

RCB/efg
OIT 2008-012A
Rid 8493

cc: Eileen Grimmer, IT Manager, DoIT, Bureau of Finance & Administration
Gail Hambleton, IT Leader, Transportation, DoIT



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
Bureau of Materials & Research



CHARLES P. O'LEARY, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

November 1, 2007

His Excellency, Governor John H. Lynch
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

RECEIVED

NOV 14 2007

Bureau of Materials & Research
 NH Dept. of Transportation

REQUESTED ACTION

Authorize the Department of Transportation (DOT) and the Office of Information Technology (OIT) to enter into contract with Deighton Associates Ltd. (Vendor Code #42632) of Bowmanville, Ontario, Canada in the amount of \$338,789.32 for the purpose of upgrading and updating the DOT's computer software based Pavement Management System. The contract would be in effect from the date of Governor and Council approval through June 30, 2013.

Funds are available in the following accounts for Fiscal Year (FY) 2008 and 2009. The SPR Planning Funds are 80% Federal and 20% Highway Funds. The software support and maintenance funds are 100% Highway Funds and are contingent upon the availability and continued appropriation of funds for FY 2010 through 2013.

| SFY | Account Number | Project or Billing Line No. | Agency | Description | Amount |
|---------------|-----------------------|-----------------------------|--------|----------------------------------|---------------------|
| 2008 | 015-096-3022-046-0104 | X1A40 | DOT | SPR Planning Funds | \$266,673.32 |
| 2009 | 010-003-1670-024-0230 | BL#18204 | OIT | Software support and maintenance | \$13,050.00 |
| 2010 | 010-003-1670-024-0230 | To be determined | OIT | Software support and maintenance | \$13,703.00 |
| 2011 | 010-003-1670-024-0230 | To be determined | OIT | Software support and maintenance | \$14,389.00 |
| 2012 | 010-003-1670-024-0230 | To be determined | OIT | Software support and maintenance | \$15,109.00 |
| 2013 | 010-003-1670-024-0230 | To be determined | OIT | Software support and maintenance | \$15,865.00 |
| TOTAL: | | | | | \$338,789.32 |

State Fiscal Years 2009 through 2013 as allocated to Job #: 03960020.

EXPLANATION

The Department of Transportation (DOT) is in the process of developing a software based Pavement Management System (PMS) with the goal of optimizing the use of our paving resources. Once fully developed, the PMS will help determine the most strategic timing and appropriate application of pavement preservation techniques and the cost of deferring those pavement treatments, thereby providing for long-term strategic planning and asset management. A well-supported PMS will help ensure that the \$30 to \$40 million being spent annually on roadway resurfacing will provide the best return for the State.

This contract facilitates this objective by providing the necessary purchase and update of the PMS software, enhancement and training of new staff members, and funds the annual software licensing fees for a period of five (5) years upon completion of the Warranty Period.

The Federal Highway Administration is strongly encouraging the use of Pavement Management Systems. The DOT has also committed to Asset Management, with the formation of the Asset Management Committee, of which the PMS will be a major component.

The consultant selection process employed by DOT for this contract is in accordance with RSAs 21-1:22, 21-1:22-c, and 21-1:22-d, all applicable Federal laws and DOT's "Consultant Selection and Service Agreement Procedures" dated December 1999.

A long list of consultant firms was developed from a National Survey, which the DOT distributed to all fifty State DOTs, requesting information on what each DOT was using for PMS software and included the following firms:

| <u>Consultant Firm</u> | <u>Office Location</u> |
|------------------------------|-----------------------------|
| Agile Assets, Inc. | San Jose, CA |
| Axiom Decision Systems, Inc. | Columbia, MD |
| Deighton Associates, Ltd. | Bowmanville, Ontario Canada |
| Mandli Communications | Oregon, WI |
| Pathway Services, Inc. | Noble, OK |
| Roadware DCL | Paris, Ontario Canada |
| Stantec | Calgary, Alberta Canada |
| Woodward Clyde Consultants | Houston, TX |

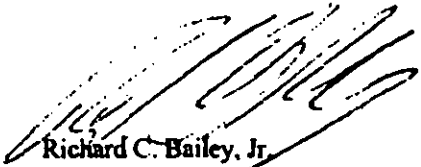
Ultimately, a short list from the above-listed consultant firms was generated and issued a Request for Information (RFI). They were required to give presentations to the Consultant Selection, Pavement Review, and Asset Management Committees, and provide a hands-on software demonstrations to members of the Pavement Management Section. The firms were then rated based on the information contained in the RFI, the presentations, and the findings from the hands-on demonstrations. Deighton Associates, Ltd. was selected and is highly regarded in the field of Pavement and Asset Management. Their PMS software (dTIMS CT) has been implemented in eighteen (18) State DOTs (including Maine, Vermont, Connecticut, Massachusetts, and Rhode Island) and one Canadian Province.

Deighton Associates, Ltd has agreed to furnish the required services for a total amount not-to-exceed \$338,789.32. 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 agreement has been approved by the Attorney General as to form and execution. The Departments of Transportation and Office of Information Technology have certified that the necessary funds are available for FY 2008 and 2009. Copies of the fully executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services. Subsequent to Governor and Council approval, the Agreement will be on file at the DOT. Your approval of this resolution is respectfully requested.

Sincerely,

Charles P. O'Leary, Jr.
Commissioner
Department of Transportation



Richard C. Bailey, Jr.
Chief Information Officer
Office of Information Technology