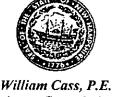
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THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner

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



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

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

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.
- The Agreement, Part 2, is further amended by deleting Section 3.4 State Contract Manager and 2. 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 Charles Burns

NHDoIT @ NHDOT 7 Hazen Drive Concord, NH 03302-0483 Tel: (603) 271-3281

Email: Charles.Burns@doit.nh.gov

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	ALLOTED 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

GONERAGI ANDA AMENDMENTA INUMBER	AMENDMENT LYPE'S	G&GSAPPROVAL	ENDIDATE	RGONDRACT AMOUNT
2014-080		October 15, 2014 ltem #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
		GONERAGE.		\$4255853 TA

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.

Short Mills	Date: 8/5/19	J
Floyd Millet, President ExeVision, Inc.		-
orate Signature Notarized:		
TE OF <u>UHAH</u>		
NTY OF SALL LAKE		
	before me, PERRY L. LANIN and acknowledged her/him to be the PRESIDENT	, the undersigned
Officer Floyd Millet, personally appeared	and acknowledged her/him to be the Presipent	·
of Exercision IINC. a corpo	pration, and that she/he, as such Floy D Killet	being
authorized to do so, executed the foregoing instression by her/himself as President	rument for the purposes therein contained, by signing	the name of the
IN WITNESS WHEREOF I hereunte set my hand a	and official seal.	
Vinn of of the	25207/14/4/11/1	
	PERRY L LAULU Notary Public - State of Utah	
Notary Public/Justice of the Peace	Conn. No. 694380 My Commission Expires on	
My Commission Expires: 03/14/102	Mar 29, 2021	
(SEAL)		
State of New Hampshire	\bigcap	
State of New Trampsine		
	Maria C. Au	
Victoria F. Sheehan, Commissioner Date: 8 16	Denis C. Goulet, CIO Date:	8/13/2019
<u> </u>		7-7-
State of New Hampshire Department Of Transportation	State of New Hampshire Department of Information Technol	ningv
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pproved by the Attorney General (Form, Substance	ce and Execution)	310g <i>)</i>
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Guile A Maria	ce and Execution) Date: 9/3/19	
State of New Hampshire, Department of Justice	1	
Guile A Maria	1	
State of New Hampshire, Department of Justice	1	



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.

<u> </u>
NOTARY
Date: 08 05 2019

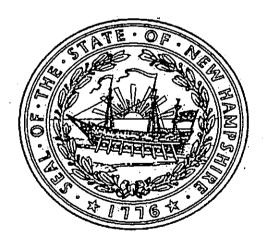
State of New Hampshire Department of State

CERTIFICATE

1, 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 Scal of the State of New Hampshire, this 30th day of July A.D. 2019.

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(les) 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 fleu of such endorsement(s). CONTACT FOOTE INSURANCE AGENCY PHONE (A/C, No.) (AC, No. Ext) 305 NORTH 200 WEST **PROVO UT 84601** F-MAIL ADDRESS NAIC # INSURERS AFFORDING COVERAGE Travelers Property Casualty Co of Am. INSURER A: INSURER B: INSURED INSURER C: ExeVision, INC PO BOX 971134 INSURER D: **OREM UT 84097** INSURER E: INSURER F: REVISION NUMBER: **CERTIFICATE NUMBER:42099** 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 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. POLICY EXP DATE (MM/DD/YY) SUBR-POLICY EFF DATE (MANDOYYY) LIMITS TYPE OF INSURANCE POLICY NUMBER **EACH OCCURRENCE** 1,000,000 07/30/19 07/30/18 COMMERCIAL GENERAL LIABILITY ZPP-11N41804-18-15 DAMAGE TO RENTED PREMISES (En occures 300,000 CLAIMS MADE X OCCUR MED. EXP (Any one person) 10,000 Waiver of Subrogation Х PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER 2,000,000 PRO-2,000,000 PRODUCTS-COMP/OP AGG. POLICY **JECT** OTHER 07/30/19 BA-9K140089-18 07/30/18 COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY 1,000,000 ANY AUTO BODILY INJURY (Per person) OWNED SCHEDULED BODILY INJURY (Per accident) AUTOS ONLY **AUTOS** PROPERTY DAMAGE (Per accident) HIRED AUTOS NON-OWNED X **AUTOS ONLY** 2,000,000 CUP-9K178320-18 07/30/18 07/30/19 EACH OCCURRENCE UMBRELLA LIAE X OCCUR AGGREGATE CLAIMS MADE EXCESS LIAB DED X RETENTION \$ 10,000 WORKERS COMPENSATION 10/07/19 10/07/18 6J009616-18 AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT 1,000,000 ANY PROPRIETOR/PARTMER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A ER EXCLUDED? E.L. DISEASE-EA EMPLOYEE 1,000,000 inditory in NH) 1,000,000 E.L. DISEASE-POLICY LIMIT If yes, describe union. DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE State of New Hampshire THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Department of Transportation Carol Ounlop Carol Dunlop Attention: DHerrick@dot.state.nh.us @1988-2015 ACORD CORPORATION. All rights reserved. 42099

ACORD 25 (2016/03)



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(les) must have an ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, cortain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT PRODUCER **Foote Insurance Agency** NAME FOOTE INSURANCE AGENCY PHONE FAX (A/C, Nó.) (801) 377-2458 (801) 374-0395 305 NORTH 200 WEST (A/C, No. Ext) **PROVO UT 84601** E-MAIL dick@footeinsurance.com ADDRESS **INSURERS AFFORDING COVERAGE** NAIC# INSURER A: Travelers Property Casualty Co of Am. INSURED INSURER B: Travelers Insurance ExeVision, INC INSURER C: PO BOX 971134 INSURER D: **OREM UT 84097** 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. TYPE OF INSURANCE ADO'L SUBRINSRD WVD POLICY EFF POLICY EXP DATE (MAUDILYY) POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY **EACH OCCURRENCE** ZPP-11N41804-19-15 07/30/19 07/30/20 1,000,000 R DAMAGE TO RENTED PREMISES (En occuren CLAIMS MADE X OCCUR 300,000 MED. EXP (Any one person) 10,000 PERSONAL & ADV INJURY 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE 2,000,000 PRO-Х POLICY Loc JECT PRODUCTS-COMP/OP AGG 2,000,000 OTHER AUTOMOBILE LIABILITY BA-9K140089-19 07/30/19 07/30/20 COMBINED SINGLE LIMIT В 1,000,000 ANY AUTO BODILY INJURY (Per person) 1,000,000 OWNED SCHEDULED AUTOS ONLY BODILY INJURY (Per accident) **AUTOS** 1,000,000 HIRED AUTOS X NON-OWNED PROPERTY DAMAGE ONLY AUTOS ONLY (Per accident) UMBRELLA LIAB CUP-9K178320-19 07/30/19 07/30/20 OCCUR EACH OCCURRENCE В 2,000,000 EXCESS LIAB CLAIMS MADE AGGREGATE 2,000,000 DED X RETENTION \$ 10,000 WORKERS COMPENSATION 6.1009616-19 Per-Statute 10/07/19 AND EMPLOYERS' LIABILITY 10/07/20 OTHER ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N E.L. EACH ACCIDENT 1,000,000 N/A (Mandatory in NH) If yes, describs under DESCRIPTION OF OPERATIONS below 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 CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE State of New Hampshire THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Department of Transportation ACCORDANCE WITH THE POLICY PROVISIONS. Attention: DHerrick@dot.state.nh.us Carol Dunlop

ACORD 25 (2016/03)

Certificate # 42002 ©1988-2015 ACORD CORPORATION. All rights reserved.



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

45 Bender

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 FY 2017 FY 2018 FY 2019 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.

Dents 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

March 13, 2017

Victoria F. Sheehan Commissioner Department of Transportation State of New Hampshire John O. Morton Bidg., 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.

Denis Goulet

Sincerely

DG/ik DoIT #2014-080A

Cc: Gail Hambleton, Dane Prescott

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
- Amend General Provision 1.2 of the Agreement (Page 1) by adding the DoIT address of 27 Hazen Drive, Concord, NH 03301
- Amend General Provision 1.6 of the Agreement (Page I) by adding an additional funding string of 010-003-7696-0300-038-9038
- Amend General Provision 1.7 of the Agreement (Page 1) by changing the Completion Date from September 30, 2017 to September 30, 2019.
- 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
- Amend General Provision 1.9 of the Agreement (Page 1) by adding Denis C. Goulet, Commissioner/CIO of DoIT
- Amend General Provision 1.10 of the Agreement (Page 1) by adding the DolT 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:

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

Gail Hambleton NHDoIT @ NHDOT 7 Hazen Drive Concord, NH 03302-0483 Tel: (603) 271-3281

Email: Gail.Hambleton@doit.nh.gov

 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	ALLOTED 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

The Agreement, Part 3, Exhibit Λ, 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 ExeVision.

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

Reference Number	Sactivity Deliverable of Albertone's all the	PROBABLE TO SEE THE PROPERTY OF THE PROPERTY O
	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:

Table ALA-S	oftware and Services	
Reference. Number	Activity, Deliverable, by Milestone	Payment
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	\$3,260,000
AMENDMENT A SUMMARY TABLE	
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
Subtotal	\$995,853

Table 2 Contract 2014-080 - PROJECT DEVELOPMENT SYSTEMS

TOTAL CONTRACTOR		7	34(D.D.S.)34	COLUMN TO A STATE OF THE STATE
2014-080	, in the second	October 15, 2014	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

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 the	ir hands as of the day and year first above written.
I had Mills	Date: 3/3/17
Floyd Millet, President	
ExeVision, Inc.	· .
Corporate Signature Notarized:	
STATE OF Utah	•
COUNTY OF Salt Lake	
On this the 3rd day of March, 2016; before Officer Floyd Milet, personally appeared and a	e me, Tana Clements, the undersigned cknowledged her/him to be the Dresident
of Eve Vision, ZIIC, a corporation	t for the purposes therein contained, by signing the name of the
corporation by her/himself as ExeV7S10n / I	2C
IN WITNESS WHEREOF I hereunto set my hand and of	ficial seal.
Notary Public/Justice of the Peace	TARRA CLEMENTS Notary Public State of Utah
My Commission Expires: Nov 20, 2017	Comm. No. 671281 My Comm. Expires Nov 20, 2017
(SEAL)	
State of New Hampshire	
The F the	Lewi C
Victoria F. Sheehan, Commissioner Date: 3 27 17	Denis C. Goulet, CIO Date: 3/15/2011
State of New Hampshire Department Of Transportation	State of New Hampshire Department of Information Technology
Approved by the Attorney General (Form, Substance and State of New Hampshire, Department of Justice	Execution) Pate: 4/18/17
Approved by NH Governor and Council	·
D	eate:
•	



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 CEDate: 03 MAR 2017
Signature: Ditt J. Willif
Name and Title of Notary: NIC Ca Maschtin Blank Manager
Signature:
MOTOR MAIL C
BIG CAL MAGGIFFING 657036 COMMISSION EXPIRES MAY 69, 2017

State of New Hampshire Department of State

CERTIFICATE

1, 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 Scal of the State of New Hampshire. this 21st day of February A.D. 2017.

William M. Gardner Secretary of State

<u> </u>	4C	ORD CERTIF	ICATE OF LIAE	BILIT	TY INSI	JRANCE		• .	04/00/11/1) 14/2017	
PRODUCER Phone: (801) 374-0395 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.				
1					INSURERS AFFORDING COVERAGE				NAIC #	
İN	SURE	EO	_	INSL	INSURER A: Travelers Property Casualty Co of Am.					
1 -		SION, INC.		INS	INSURER B: AFB Media Tech/Beazley					
895 W BAXTER DR. SOUTH JORDAN, UT 84095					INSURER C:					
1				_	INSURER D:				 	
پا	OVE	RAGES		INS	JRER E:		<u> </u>		L	
大学芸芸	E POL	LICIES OF INSURANCE LISTED BELO DURREMENT, TERM OR CONDITION (RTAIN, THE INSURANCE AFFORDED B, AGGREGATE LIMITS SHOWN MAY	of any contract or other or By the policies described he	ocumen Rein 18	t with respec	OT TO WHICH THIS	Certificate may be issue	DOR		
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1	İ					1	GENERAL AGGREGATE	5	2,000,000	
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Α		X HERED AUTOS								
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B	ОІН	ER: Technology E&O	W1DAB7160101	1	12/07/16 12/07/17 \$500,000 Limits \$10,000 Retention					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS										
CF	RTF	FICATE HOLDER	·		CANCEL	LATION			<u> </u>	
Str De	te of partn Box	f New Hampshire nent of Transportation		· · · · · · · · · · · · · · · · · · ·	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, IT'S AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE RICHARD G. FOOLE Jr.					
	tentid		nh.us							



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



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:

04-096-96-9600-79870000 Capital Funds 034 500099 Major IT Systems

FY 2015

FY 2016

PY 2017

\$707,700

\$1,175,795

\$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; ExcVision, 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, Novada 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 commonsurate 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

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 30th 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