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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

OCT 29 '21 PM 2:31

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Bridge Design
October 14, 2021

REQUESTED ACTION

Authorize the Department of Transportation to pay **retroactively** the invoice to American Association of State Highway and Transportation Officials (AASHTO) (Vendor #170721), Washington, DC, for Bridge Management software (BrM) license in the amount of $51,500.00, for the period of July 1, 2021, through June 30, 2022, effective upon Governor and Council approval. 100% Federal Funds.

Funding is available in State Fiscal Year 2022 as follows:

Funding is available as follows:	FY 2022
04-96-96-962515-2944	
SPR Planning Funds	
038-500177 Software	$51,500.00

EXPLANATION

This item is **retroactive** because membership invoices from AASHTO are received after the July 1 effective date.

The Department requires this AASHTOWare Bridge Management Super Site License to provide continued compliance with FHWA bridge inspection and inventory reporting regulations and support of developing state specific Bridge Management efforts. These Bridge Management efforts include recommending an optimal preservation policy, predicting needs and performance measures, and developing information for State required efforts.

This project, (Statewide SPR Part 1 Program, 2021-2022 43431) funding is 80% Federal Funds with 20% state match. Turnpike toll credit is being utilized for match requirements, effectively using 100% Federal Funds. The Capital Budget Overview Committee approved the use of Turnpike Toll Credits on November 30, 2020, Item #CAP 20-018.

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS

AASHTO

555 12th Street NW, Suite 1000
Washington, DC 20004
202-624-5800

INVOICE

Invoice Number: SI020319

Invoice Date: 7/16/2021

Federal ID #: 53-0204654

Bill To: New Hampshire Dept. of Transportation
Attn: Lynn Paquette
Administrative Secretary
7 Hazen Drive
Concord, NH 03302-0483

Due Date	7/16/2021	**Customer ID**	C000037
Terms	Net 0	**P.O. Number**	00012284

Item/Description	Qty	Quantity	Unit Price	Total Price
AASHTOWare Bridge Management Super Site License Effective Period 7/1/2021 - 6/30/2022	1	1	51,500.00	51,500.00

Project #43431 Wcc: 112I

Remit To:
AASHTO 1
P.O. Box 615051
Washington, DC 20061-5051

Subtotal:	**51,500.00**
Invoice Discount	0.00
Tax:	0.00
Total USD:	**51,500.00**

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS

LICENSE SOFTWARE
SUPPLEMENTAL AGREEMENT

LSA Agreement Number 10031-22

This License Software Supplemental Agreement (hereinafter, "Supplemental Agreement") is made this_____, day of _____, 201_, by and between the American Association of State Highway and Transportation Officials, Inc., a corporation of the District of Columbia, with offices at 444 N. Capitol Street, N.W., Suite 249, Washington, D. C. 20001, (hereinafter AASHTO), and the organization named below (hereinafter the LICENSEE), for the purpose of licensing and providing specific Software Products and providing development support, maintenance and enhancements to the licensed Software Products, as described herein. This Supplemental Agreement is made pursuant to and is supplemental to the Master Member Department Software Agreement, MMD Agreement Number _10031_, or if the organization is not an AASHTO Member Department, the Master License Software Agreement, MLA Agreement Number _____ (in either case hereinafter, "Master Agreement"), also entered into by AASHTO and the LICENSEE, which is incorporated by reference.

Organization/LICENSEE Name:	New Hampshire Department of Transportation
Address:	7 Hazen Drive
City/State/Zip Code:	Concord, NH 03301

Table 1: Software Products and License Periods covered under this Supplemental Agreement:

Software Product	License Period
AASHTOWare Bridge Management – Super Site License	July 1, 2021 through June 30, 2022

Definitions:

"Software Product" and "Software Products" shall mean the product(s) listed in Table 1 as described in the current AASHTOWare® Catalog (hereinafter, the "Catalog"), including Pre-Production Software Products designated by AASHTO, related materials and documentation,

"Work Plan" shall mean the planned maintenance, support and enhancement activities for specified Software Products published by AASHTO.

"License Period" shall mean the effective dates of the license(s) for the Software Product(s) stated in Table 1.

"Super Site License" shall mean a site license, available to AASHTO member agencies only, for

unlimited use of a Software Product within the LICENSEE/member agency and for use by contractors of the LICENSEE (hereinafter, "Contractors") on work performed for the LICENSEE.

"Extended Super Site License" shall mean a Super Site License that includes use by county or city governmental jurisdictions of the LICENSEE (hereinafter, "Local Governments").

"Contractor" shall include any county, city, local unit of government, university, private sector employer, organization or entity, including consultants, authorized to perform work for the LICENSEE under the terms of this Agreement.

"Pre-Production Software Products" shall mean Software Products under development that are designated as Pre-Production by AASHTO, at its discretion.

"Production Software" shall mean Software Products that have been approved by AASHTO for general release and distribution. All Software Products listed in the Catalog and Table 1 shall be Production Software unless designated as Pre-Production Software Products by AASHTO.

"Software as a Service Product" means a Software Product made available and hosted over the Internet.

TERMS

1. Master Agreement. This Supplemental Agreement is available only to an organization, agency or entity that is also signatory to a Master Agreement with AASHTO. In the event of any conflict between the terms and conditions of this Supplemental Agreement and the terms and conditions of the Master Agreement, the terms and conditions of this Supplemental Agreement shall control with respect to the Software Products licensed hereunder. Termination of the Master Agreement automatically terminates this Supplemental Agreement.

2. Grant of License. AASHTO hereby grants, and the LICENSEE accepts, a limited, nontransferable and nonexclusive license to use the Software Products under the terms and conditions described herein and under the Master Agreement. Software as a Service Products are made available and hosted in accordance with the Software as a Service Amendment LINK to this Supplemental Agreement.

3. Support. AASHTO shall provide support, maintenance, and enhancements for Production Software based on the Work Plan for the applicable Software Product(s). A copy of the applicable Work Plan shall be made available to the LICENSEE upon request. In addition, AASHTO shall make available to the LICENSEE all published modifications or updates to the Production Software made by AASHTO, or caused to be made by AASHTO, during the term of this Supplemental Agreement. AASHTO shall have no obligation to support or maintain Pre-Production Software Products and will provide only limited telephone support for such products.

4. License Fees. The LICENSEE shall submit to AASHTO a completed AASHTOWare® Products and Services Request Form ("Request Form") specifying the Software Products and licensing options requested by the LICENSEE. The LICENSEE shall pay a license fee for each Software Product licensed hereunder based on the fee schedules in the Catalog for the applicable Software Products and licensing options. If the term of the license is greater or less than one (1) year, the LICENSEE shall pay a pro-rated license fee based on the term set forth in paragraph 8. License fees are not refundable or otherwise pro-ratable. AASHTO shall invoice the LICENSEE for the applicable fees, and the LICENSEE shall make payment of such fees within 60 calendar days of receipt of the invoice.

5. Licensing Options. AASHTO offers a variety of licensing options which may vary depending upon the Software Product under license. Options may include site licenses permitting use of Software Products on single or multiple workstations and use by cities/counties and contractors/consultants performing work for member agencies. Software Product licensing

options, including terms of use, are set forth in the Catalog and incorporated by reference and made a part of this Agreement.

6. Internal Use and Non-Disclosure. The LICENSE granted hereunder is for LICENSEE's internal use only. Licensed Software Product(s) may be used by LICENSEE's employees and authorized Contractors performing work for LICENSEE under this Agreement, to the extent specified under the applicable Software Product licensing option described in the Catalog and selected by LICENSEE. LICENSEE acknowledges and agrees that the Software Products licensed hereunder constitute proprietary and confidential materials of AASHTO. The license granted hereunder is for the LICENSEE's internal use of the Software Products, and the LICENSEE shall not provide or otherwise make available the Software Products in any form to any person other than the LICENSEE's designated employees and authorized Contractors under this Agreement. The LICENSEE shall take all reasonable steps to ensure that the content of the Software Products is not disclosed to any unauthorized person or third party.

7. Primary Contacts. LICENSEE shall submit to AASHTO a completed Primary Designee Form designating the employee or representative of LICENSEE who shall serve as the primary contact for matters relating to the support of each Software Product, and the employee or representative of LICENSEE who shall serve as the primary contact for matters relating to invoices and related financial communications. All communications regarding these matters should be directed through the designated contact person.

8. Term. The term of this Supplemental Agreement for each Software Product shall be the applicable License Period.

9. Termination. The rights granted to the LICENSEE under this license shall immediately terminate for each Software Product at the end of the applicable License Period. Unless the LICENSEE executes another Supplemental Agreement to license the Software Product(s) for an additional term, the LICENSEE shall immediately remove and destroy all copies of the Software Product(s) on LICENSEE's computer(s), return all CD ROMs, diskettes and all other forms of the Software Product(s) to AASHTO, and certify to AASHTO that all of the Software Products(s) have been destroyed or returned. All returns must be to the location from which they were originally shipped unless otherwise instructed by AASHTO. The obligation to remove/destroy or return the Software Products shall include the obligation to ensure that LICENSEE's authorized Contractors and Local Governments using the Software Product(s) also comply with the requirements of this paragraph.

10. Permission to Copy and Modify. Any Software Product materials provided by AASHTO under this Agreement in machine readable form may be copied, in whole or in part, in printed or machine readable form, for use by LICENSEE, for archives or emergency restart purposes, to replace a worn copy, to understand the contents of such machine readable materials, or to modify the material as provided. The original and any partial or complete copies of materials named hereunder shall be the property of AASHTO.

11. Responsibilities of the LICENSEE. The LICENSEE shall be exclusively responsible for the supervision, management, and control of its use of the Software Product(s) provided under this Agreement, including but not limited to: (1) assuring proper machine configuration, (2) establishing adequate backup plans for the software, and (3) implementing sufficient procedures to satisfy its requirements for security and accuracy of input, security of the output, proper execution of software, and accurate reproduction of output as well as restart, and recovery in the event of a malfunction. Any LICENSEE modifications to the Software Product(s) are the responsibility of the LICENSEE to maintain.

12. Pre-Production Software Products. AASHTO may, at its sole discretion, designate Software Products as Pre-Production Software Products, and such designation shall appear in Table 1.

LICENSEE understands and acknowledges that Pre-Production Software Products have the following characteristics: (i) they have not been fully tested, (ii) they contain incomplete design and functionality that is subject to change on a frequent basis and without prior notice, and (iii) there is a greater likelihood of errors, defects, bugs and operational instability in Pre-Production Software Products compared with Production Software. AASHTO makes no representation, warranty or guarantee that any particular functionality will be included in any version released as Production Software.

13. Non-Commercial Use. Pre-Production Software Products may not be used in commercial or business applications by LICENSEE.

14. Release of Production Software. AASHTO shall notify LICENSEE when Pre-Production Software Products licensed under this Agreement have been released as Production Software, and shall provide LICENSEE access to the Production Software via the web, CD ROM or diskette, as applicable. In such a case, LICENSEE shall be entitled to use the Production Software for the remainder of the License Period with payment of the applicable license fee. There is no guarantee that a Pre-Production Software Product will be released as Production Software during the term of this Agreement.

15. Removal of Pre-Production Software Products. Upon notification that the Production Software version of a Pre-Production Software Product has been released and is available under paragraph 12, LICENSEE shall promptly remove and destroy all copies of the Pre-Production Software Product(s) on LICENSEE's computer(s) and certify to AASHTO that all of the Pre-Production Software Product(s) have been removed and destroyed.

16. Defects. In the event there are defects in a Software Product, excluding Pre-Production Software Products, the LICENSEE shall provide written notice to AASHTO or its designated contractor with a detailed description of the defects. Defects will be addressed by the contractor based on the priorities and procedures in the applicable Work Plan. Defects in Pre-Production Software Products reported to AASHTO may be tracked as part of the development process, but AASHTO shall have no obligation to correct any defects, bugs or errors in Pre-Production Software Products.

17. Reverse Engineering and Derivative Works. The LICENSEE shall not reverse engineer, decompile, or disassemble the Software Products. The LICENSEE shall not make any derivative works based on the Software Products except under the terms of a duly executed AASHTO Source Code Agreement.

18. Contractors. Subject to paragraphs 5 and 6, LICENSEE may employ Contractors to perform work for LICENSEE under this Agreement to the extent permitted under the licensing option selected by LICENSEE. Authorized Contractors may access or use the Software Product(s) only while performing work for LICENSEE. Prior to permitting any such Contractors access to or use of the Software Product(s), LICENSEE shall require such Contractor to execute a Software License-Contractor Agreement in the form specified in Appendix A. LICENSEE shall provide a copy of the executed Contractor Agreement to AASHTO. Copies of the applicable Master and Supplemental Agreements shall be made available to the Contractor, upon request. In the event that the Contractor violates any of the terms of the license, this Supplemental Agreement or the Master Agreement, LICENSEE shall take all steps necessary to remedy the violation including, but not limited to, terminating the Contractor's access to and use of the Software Product(s) and taking appropriate action to recover the Software Product(s) including all copies.

19. Super Site License. Super Site licenses are not available for Pre-Production Software Products.

20. Extended Super Site License. Extended Super Site licenses are not available for Pre-Production Software Products.

21. Estimator, Field Manager and Field Net Software. The terms and conditions of this paragraph are applicable to LICENSEES of AASHTOWare Project Estimator, Project Fieldmanager and Project FieldNet software. Project Estimator and Project FieldNet are proprietary software products of Info Tech, Inc. The Project FieldManager suite (including Project FieldManager, Project FieldBook and Project FieldBuilder) is a proprietary software product jointly owned by Info Tech, Inc. and the State of Michigan. AASHTO and its sublicensees have been granted a license to use these software products under an agreement with Info Tech, Inc. ("Info Tech Agreement"). LICENSEE agrees to abide by the terms and conditions of the Info Tech Agreement and the terms of use for the applicable software product as set forth in the AASHTO Catalog, which are incorporated by reference and made a part of this Agreement. LICENSEE further acknowledges that the Info Tech Agreement is a confidential agreement between AASHTO and Info Tech, and LICENSEE agrees not to disclose the contents of said agreement, or any portions thereof, to any other person without prior written authorization from AASHTO and Info Tech. A copy of the Info Tech Agreement will be provided to any requesting AASHTO member or associate member.

22. AASHTOWare Safety – Segment Analytics, Intersection Analytics, and Trend Analytics Software. The terms and conditions of this paragraph are applicable to LICENSEES of AASHTOWare Safety-Segments Analytics, AASHTOWare Safety-Intersection Analytics, and the AASHTOWare Safety -Trend Analytics software. The above-mentioned products are proprietary software products of Numetric, Inc. AASHTO and its LICENSEES, as sublicensees of AASHTO, have been granted a license to use these software products under an Alliance Agreement with Numetric, Inc. ("Numetric Agreement"). LICENSEE agrees to abide by the terms and conditions of the Numetric Agreement and the terms of use for the applicable software product as set forth in the AASHTO Catalog, which are incorporated by reference and made a part of this Agreement. LICENSEE further acknowledges that the Numetric Agreement is a confidential agreement between AASHTO and Numetric, and LICENSEE agrees not to disclose the contents of said agreement, or any portions thereof, to any other person without prior written authorization from AASHTO and Numetric. A copy of a redacted Numetric Agreement may be provided to any requesting AASHTO member.

    a. LICENSEE of the above-mentioned software agrees not to:

        i. disassemble, decompile, reverse engineer, or otherwise attempt to derive the source code or algorithms in the software, except to the extent permitted by applicable law, or work around any technical limitation in the software;

        ii. make the software available for access or use by any person or entity other than authorized LICENSEE'S employees;

        iii. rent, lease, loan, or sell access to the software to any third party or provide it as a service bureau;

        iv. interfere with or disrupt the software; and

        v. copy or otherwise reproduce, translate port, modify, or make derivative works of the software.

23. Catalog. AASHTO may modify or change the Catalog from time to time at its sole discretion.

24. Transfer. This Supplemental Agreement and the Software Products may not be assigned, sublicensed, rented, leased, loaned or otherwise transferred by the LICENSEE without prior written consent from AASHTO. Any attempt to transfer any of the rights, duties, or obligations hereunder is null and void.

25. Patent, Copyright, and Trademark. AASHTO retains all rights, title, and interest, including patents, copyrights, and trademarks in and to the Software Products (including, but not limited to,

any images, photographs, animations, video, audio, music, and text incorporated into the Software Products) and any copies of the Software Products. AASHTO trademarks may be used only in the manner and form authorized by AASHTO. All rights not expressly granted under this Supplemental Agreement are reserved to AASHTO.

26. WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS SUPPLEMENTAL AGREEMENT AND THE MASTER AGREEMENT, THE SOFTWARE PRODUCTS HEREUNDER ARE LICENSED "AS IS" AND NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE SOFTWARE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND AASHTO EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN. THE LICENSEE ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE PRODUCTS.

    AASHTO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE PRODUCTS WILL MEET THE LICENSEE'S REQUIREMENTS OR THAT THE OPERATIONS OF THE SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. THE LICENSEE ALSO ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE PRODUCTS TO ACHIEVE THE LICENSEE'S INTENDED RESULTS, AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE PRODUCTS.

27. LIMITATION OF LIABILITY. AASHTO SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES FOR PERSONAL INJURY, PROPERTY LOSS, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF, RELATING TO, OR BASED ON THE USE OF THE SOFTWARE PRODUCTS, EVEN IF AASHTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, AASHTO'S ENTIRE LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE LICENSEE FOR THE APPLICABLE SOFTWARE PRODUCT(S).

28. Hold Harmless. Unless otherwise prohibited under applicable law, the LICENSEE shall hold harmless, indemnify, and defend AASHTO, and its officers, directors, employees and members, from and against any and all claims, losses, liabilities, judgments, interest and settlements, including reasonable attorneys' fees and expenses, arising out of, or relating to the installation and use of the Software Products.

29. Purchase Orders. In the event of any conflict between the terms and conditions of this Supplemental Agreement and terms and conditions of any subsequent purchase order, the terms and conditions of this Supplemental Agreement and the Master Agreement referenced herein shall control.

30. Headings. The captions and headings are included for ease of reference only and will be disregarded in interpreting or construing this Supplemental Agreement.

31. Force Majeure. If the performance of any part of this Supplemental Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, fire, riot, judicial or governmental action, labor dispute, act of God or other causes beyond the control of either party, the party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

32. Enforceability. If any provision of this Supplemental Agreement is determined to be unenforceable or invalid under any applicable statute or rule of law, the remaining provisions of the Supplemental Agreement shall not be affected and shall remain in force and effect.

33. Exclusive Remedies. The remedies set forth herein shall be the LICENSEE's exclusive remedies under this Supplemental Agreement.

34. Waiver. A waiver of any term, provision or condition of this Supplemental Agreement shall not be deemed a continuing waiver of any such term, provision or condition. No waiver shall be valid or binding unless agreed to in writing and signed by authorized representatives of AASHTO and the LICENSEE.

35. Drafting. Each party agrees and acknowledges that no presumption or inference shall be made or drawn against the drafter or drafter(s) of this Supplemental Agreement.

36. Successors and Assigns. This Supplemental Agreement shall be binding upon and shall inure to the benefit of the parties and each of their respective successors assigns.

37. Authorized Persons. The persons executing this Supplemental Agreement do hereby declare, represent, acknowledge, warrant and agree that they are duly and fully authorized to execute this Agreement so as to legally bind LICENSEE and AASHTO.

38. Embedded Third Party Software. Software programs or modules under license from third parties may be embedded in the Software Products. LICENSEE shall comply with the terms and conditions of use of such third party licenses, if any.

39. Taxes. LICENSEE shall be responsible for payment of any applicable state and local sales, use, general excise or similar tax arising out of or relating to the licensing and use of the Software Products under this Agreement.

40. Amendments. This Supplemental Agreement and the Master Agreement referenced herein constitute the entire agreement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Supplemental Agreement. This Supplemental Agreement may not be amended or modified except in writing signed by both parties.

41. Governing Law. This Supplemental Agreement shall be governed by the laws of the District of Columbia.

For AASHTO:		For the LICENSEE:	
Name:	Jim Tymon	Name:	Loretta Girard Doughty
Signature:		Signature:	
Title:	Executive Director	Title:	Administrator, Bureau of Bridge Design
Date:	08/06/2021	Date:	08/06/2021

AASHTOWare Products and Services Request Form

Member Agency: NHDOT - Bridge Design

This AASHTO member agency wishes to license AASHTOWare products for the period of July 1, 2021 through June 30, 2022, and/or participate in the AASHTO software development projects as indicated on this form. It is understood that the return of a signed form will be regarded by AASHTO as an obligation on the part of this member agency.

Purchase Order

Purchase Order Number: 05212021

If a purchase order is required to process payment of AASHTO's invoice, please provide an applicable purchase order number in the space above, and / or include a purchase order with your return of the enclosed forms. This will permit the appropriate P.O. number to be referenced on the invoice and enable more efficient processing.

AASHTOWare Products and Services

Please check the appropriate boxes and provide quantity [▸], order/service start date [ ] and number of users [ ] where applicable, to indicate which software products and/or services your agency wishes to order. Also, please complete the Agency Authorization on page 8. All license fees are annual unless otherwise specified.

AASHTOWare Project

Site License - Includes a combined license to the following AASHTOWare Project modules: AASHTOWare Project Cost Estimation, AASHTOWare Project Estimation, AASHTOWare Project Preconstruction, AASHTOWare Project Construction Administration, AASHTOWare Project BAMS/DSS or AASHTOWare Project Data Analytics, AASHTOWare Project Civil Rights & Labor, AASHTOWare Project SiteManager, AASHTOWare Project SiteXchange, AASHTOWare Project Bids, AASHTOWare Project Construction & Materials, and the AASHTOWare Project Worksheet.

☐ AASHTOWare Project Site License - $514,000

Module Licenses

☐ AASHTOWare Project BAM/DSS – Module Licenses – $83,500

☐ AASHTOWare Project BAMS/DSS Workstation – Module Licenses – No Additional Charge ▸ _____ Quantity

☐ AASHTOWare Project Data Analytics – Module Licenses – 74,000

☐ AASHTOWare Project Cost Estimation – Module License – 63,500

- ☐ AASHTOWare Project Worksheet (At no cost upon request AASHTOWare Project Preconstruction)
- ☐ AASHTOWare Project Construction Administration – Module License – $63,500
- ☐ AASHTOWare Project Construction & Materials – Module License – $224,000
- ☐ AASHTOWare Project Estimation – Module License – $51,000
- ☐ AASHTOWare Project SiteManager – Module License – $249,000
- ☐ AASHTOWare Project SiteXchange – Module License – $21,500
- ☐ AASHTOWare Project Preconstruction – Module License – $51,000
- ☐ AASHTOWare Project Civil Rights & Labor – Module License – $51,000
- ☐ AASHTOWare Project Bids – Module License – $21,500
- ☐ AASHTOWare Project Mobile Applications - $40,000
- ☐ SiteManager Legacy License – (At no cost with paid Construction & Materials or Site License)
- ☐ FieldManager Legacy License - (At no cost with paid Construction & Materials or Site License)

12-Month Evaluation License – 12 calendar months from requested start date.

Includes one (1) Evaluation License Service units (ELSU) per module at no additional fee.

- ☐ AASHTOWare Project BAMS/DSS – Evaluation License – $83,500 — Date _____

Includes two (2) Evaluation License Service Units (ELSUs) per module at no additional fee.

- ☐ AASHTOWare Project Preconstruction – Evaluation License – $51,000 — Date _____
- ☐ AASHTOWare Project Civil Rights & Labor – Evaluation License – $51,000 — Date _____
- ☐ AASHTOWare Project Construction & Materials – Evaluation License – $224,000 — Date _____
- ☐ AASHTOWare Project Estimation – Evaluation License – $51,000 — Date _____

Other AASHTOWare Project Offerings

- ☐ AASHTOWare Project Estimator – Please refer to page 8 of the AASHTOWare Catalog for license fee information — Quantity _____
- ☐ AASHTOWare Project FieldManager Suite – includes FieldManager and FieldBuilder components only – Per Installed Copy - $3,750 Each — Quantity _____
- ☐ AASHTOWare Project FieldBook – Installed Copy – $1,150 Each — Quantity _____
- ☐ AASHTOWare Project FieldManager – Site License – Includes all FieldManager Components – Please refer to page 9 of the AASHTOWare Catalog for license fee information. — Users _____
- ☐ AASHTOWare Project FieldManager Extended License – Please refer to page 10 of the AASHTOWare Catalog for license fee information — Users _____

- ☐ AASHTOWare Project FieldNet – Please refer to page 10 of the AASHTOWare Catalog for license fee information — ☒ _____ Users
- ☐ AASHTOWare Project Service Units – $13,500 Each — ▸ _____ Quantity
- ☐ AASHTOWare Project Hosting Services — $ _____ Dollars
  - Base Configuration – $180,000
  - Base Configuration with Construction & Materials – $210,000
- ☐ AASHTOWare Project Hosting Add-On Reporting Instance - $30,000 — $ _____ Dollars
- ☐ Additional Enhancement Funding (Please refer to page 15 of the AASHTOWare Catalog for additional information) — $ _____ Dollars

AASHTOWare Bridge Design/Rating

- ☐ AASHTOWare Bridge Design Single Workstation Option — ▸ _____ Quantity
  - First workstation license – $10,800
  - Licenses for workstations 2+ – $9,300 Each
- ☐ AASHTOWare Bridge Rating Single Workstation Option — ▸ _____ Quantity
  - First workstation license – $10,800
  - Licenses for workstations 2+ – $9,300 Each
  - ☐ AASHTOWare Bridge Design/Rating Single Workstation Option – Single Interface (only available if license both Design and Rating)
- ☐ AASHTOWare Bridge Design Unlimited Option– $40,700
- ☐ AASHTOWare Bridge Rating Unlimited Option – $40,700
- ☐ AASHTOWare Bridge Design Special Consultant Option – $5,600 — ▸ _____ Quantity
- ☐ AASHTOWare Bridge Rating Special Consultant Option – $5,600 — ▸ _____ Quantity
- ☐ AASHTOWare Bridge Design Agency Sponsored Consultant Licenses — ▸ _____ Quantity
  - 10 Copies – $35,000
  - 20 Copies – $65,000
  - 30+ Copies – $97,000
- ☐ AASHTOWare Bridge Rating Agency Sponsored Consultant Licenses — ▸ _____ Quantity
  - 10 Copies – $35,000
  - 20 Copies – $65,000
  - 30+ Copies – $97,000

PGSuper Professional-Special Licensing Arrangement

- ☐ PG Super Professional – Single User - $1,500 — ▸ _____ Quantity
- ☐ PG Super Professional – Single Site License — ▸ _____ Quantity
  - 1-3 Support Contacts – $4,500
  - 5 Support Contacts – $5,500
  - 6+ Copies – $1,000/Contact
- ☐ BridgeLink Professional – Single User - $3,500 — ▸ _____ Quantity

☐ BridgeLink Professional – Single Site License – 1-3 Support Contacts – $10,000 – 5 Support Contacts – $13,500 – 6+ Copies – $2,300/Contact	▸ _____ Quantity
☐ AASHTOWare Bridge Design - 120-Day Evaluation License – No Fee	
☐ AASHTOWare Bridge Rating - 120-Day Evaluation License – No Fee	
☐ AASHTOWare Bridge Design/Rating Service Units – $11,600 Each	▸ _____ Quantity
☐ Additional Enhancement Funding – Please refer to page 30 of the AASHTOWare Catalog for additional information	$ _____ Dollars

AASHTOWare Bridge Management

☒ AASHTOWare Bridge Management Super Site License – $51,500	
☐ AASHTOWare Bridge Management SaaS Super Site License – $51,500 + 20 HAOs (this hosted services license requires 20 Hosting/Add-On Service Units – order below)	
☐ AASHTOWare Bridge Management Local/Small Asset Tier Agency License – Asset Tier 1 (Max of 1000 Bridges) – $22,100 + 8 HAOs – Asset Tier 2 (Max of 500 Bridges) – $15,000 + 5.2 HAOs – Asset Tier 3 (Max of 250 Bridges) – $11,000 + 4 HAOs – (These hosted services licenses require Hosting/Add-On Service Units – order below)	▸ 1 Quantity
☐ AASHTOWare Bridge Management Local/Small Asset Tier Support – $3,100	
☐ AASHTOWare Bridge Management Setup, Configuration and Training – $92,800	
☐ AASHTOWare Bridge Management Service Units – $11,600 Each	▸ _____ Quantity
☐ AASHTOWare Bridge Management Hosting and Add-On (HAO) Units – $3,000 Each	▸ _____ Quantity
☐ AASHTOWare Bridge Management - 120-Day Evaluation License – No Fee	
☐ Additional Enhancement Funding – Please refer to page 41 of the AASHTOWare Catalog for additional information	$ _____ Dollars

AASHTOWare Safety (powered by Numetric)

AASHTOWare Safety Annual License Fees are broken into Safety Groups. Safety Groups are determined by a combination of population and roadway miles as follows:

Safety Group #	State Agencies within Safety Group
Safety Group 1	Alaska, District of Columbia, Delaware, Hawaii, Maine, North Dakota, New Hampshire, Rhode Island, South Dakota, Vermont, Wyoming
Safety Group 2	Alabama, Arkansas, Arizona, Colorado, Connecticut, Georgia, Iowa, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Maryland, Michigan, Minnesota, Missouri, Mississippi, Montana, North Carolina, Nebraska, New Jersey, New Mexico, Nevada, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, South Carolina, Tennessee Utah, Virginia, Washington, Wisconsin, West Virginia
Safety Group 3	California, Florida, Texas, New York

AASHTOWare Safety Modules – License Options and Fees by Safety Group

☐ **AASHTOWare Safety Segment Analytics** - Annual Site License. Includes Crash Query - Segments, Network Screening - Segments, Safety Analysis Segments, SPF Manager - Segments, and Custom Curated Workbooks

- ☐ Safety Group 1 - $100,000
- ☐ Safety Group 2 - $175,000
- ☐ Safety Group 3 - $350,000

(**Note**: Requires the additional purchase of implementation units in the first year of licensing) Many factors can contribute to the level of effort required to successfully implement the software in an agency, and the cost and therefore the number of implementation units required, may vary from the estimated number of units provided in the AASHTOWare Catalog. ***Each agency should discuss implementation activities directly with Numetric and obtain a proposal for implementation prior to ordering any AASHTOWare Safety software***, so that an appropriate number of implementation units can be ordered through AASHTO.

☐ **AASHTOWare Safety Intersection Analytics** - Annual Site License. Includes Crash Query - Intersections, Network Screening - Intersections, Safety Analysis - Intersections, and SPF Manager - Intersections

- ☐ Safety Group 1 - $100,000
- ☐ Safety Group 2 - $175,000
- ☐ Safety Group 3 - $350,000

(**Note**: Requires the additional purchase of implementation units in the first year of licensing) Many factors can contribute to the level of effort required to successfully implement the software in an agency, and the cost and therefore the number of implementation units required, may vary from the estimated number of units provided in the AASHTOWare Catalog. ***Each agency should discuss implementation activities directly with Numetric and obtain a proposal for implementation prior to ordering any AASHTOWare Safety software***, so that an appropriate number of implementation units can be ordered through AASHTO.

☐ **AASHTOWare Safety Trend Analytics** - Annual Site License. Includes Workbooks Application, and Workbooks Public Portals

- ☐ Safety Group 1 - $ 50,000
- ☐ Safety Group 2 - $100,000
- ☐ Safety Group 3 - $200,000

(**Note**: Requires the additional purchase of implementation units in the first year of licensing)

Many factors can contribute to the level of effort required to successfully implement the software in an agency, and the cost and therefore the number of implementation units required, may vary from the estimated number of units provided in the AASHTOWare Catalog. ***Each agency should discuss implementation activities directly with Numetric and obtain a proposal for implementation prior to ordering any AASHTOWare Safety software***, so that an appropriate number of implementation units can be ordered through AASHTO.

Additional AASHTOWare Safety Offerings

☐ AASHTOWare Safety Segments 90-day Test Drive – No Fee	
☐ AASHTOWare Safety Implementation Units – $25,000 Each	▸ _____ Quantity
☐ AASHTOWare Safety Service Units – $10,000 Each	▸ _____ Quantity

AASHTOWare Pavement ME Design

☐ AASHTOWare Pavement ME Design Individual Workstation – $7,700 each	▸ _____ Quantity
☐ AASHTOWare Pavement ME Design Site License – - Site License for up to nine (9) concurrent users - $30,800 - Site License for up to 14 concurrent users - $46,200 - Site License for up to 20 concurrent users - $61,500	▸ _____ Users
☐ AASHTOWare Pavement ME Design Standalone Single User Backcalculation Tool - $1,250	▸ _____ Quantity
☐ AASHTOWare Pavement ME Design Implementation/Training Assistance – $54,000	
☐ Pavement ME Application Training – 1– $27,000	
☐ Pavement ME Application Training – 2– $27,000	
☐ AASHTOWare Pavement ME Design 120-Day Evaluation License – No Fee	
☐ AASHTOWare Pavement ME Design Service Units – $13,500 Each	▸ _____ Quantity
☐ Additional Enhancement Funding – Please refer to page 60 of the AASHTOWare Catalog for additional information	$ _____ Dollars

AASHTOWare Safety Analyst

☐ AASHTOWare Safety Analyst Single Workstation Option – $21,200	▸ _____ Quantity
☐ AASHTOWare Safety Analyst Site License – $37,200	

Service Unit Notice

AASHTO has established an arrangement with its contractors to offer the opportunity for agencies to acquire special fixed-fee increments or units of contractor-provided service ("Service Units and/or Implementation Units") for consultation and support to assist an agency in implementing software modules and/or expediting conversion to the current generic releases of software.

Service Unit Contractors are independent contractors and solely responsible for all aspects of the performance, delivery, quality and terms and conditions of service they provide to agencies. AASHTO SHALL NOT BE RESPONSIBLE AND DISCLAIMS ANY AND ALL LIABILITY FOR ANY DAMAGE OR LOSS WHATSOEVER, INCLUDING PERSONAL INJURY, DAMAGE TO PROPERTY OR LOSS OF BUSINESS OPERATIONS, INFORMATION OR DATA, ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF SERVICE UNIT CONTRACTORS, THEIR EMPLOYEES, AGENTS AND SUBCONTRACTORS. It is highly recommended that each agency review its service needs with the appropriate Service Unit Contractor, develop a firm estimate of the number of units required and establish work plans and other terms and conditions of service, including the schedule for delivery, prior to submitting their commitment. Further, AASHTO reserves the right to review work plans for Service Unit work to ensure conformance with the guidelines for their use.

With the exception of Implementation Units required in the initial year of licensing AASHTOWare Safety powered by Numetric software, this service is not a pre-requisite to licensing AASHTO software, nor does it affect in any way the normal support, maintenance and enhancement services provided under the AASHTO license agreement and normal fee structure for applicable software. Choosing this special offering is strictly the prerogative of an agency. The intent of Service Units is to offer the opportunity for an agency to acquire special fixed-fee increments or units of contractor-provided service for consultation and support. AASHTO shall serve as facilitator only by accepting the commitment for such contractor-provided services, invoice and receive payment on behalf of the agency and forward the order and payment to the contractor for the appropriate number of units of services ordered.

Further, AASHTO assumes no responsibility or liability for any obligation of Service Unit Contractors, including scheduling or delivery of such units of service. It shall remain the responsibility of the subscribing agency to schedule their individual unit(s) of service and establish any other terms and conditions directly with the contractor.

Additional details about Service Units and Service Unit Contractors for specific software products may be found in the AASHTO Catalog.

Agency Authorization

I authorize this member agency to participate in the above designated AASHTO software products/services, and agree to commit the required funds for payment when invoiced by AASHTO in accordance with published Policies, Guidelines and Procedures for AASHTO Cooperative Computer Software Development activities.

It is further understood that unless this commitment form, the appropriate agreement forms, and payment of the associated fees when invoiced, are all completed when presented and returned in a timely manner, AASHTO licensing provisions require that the use of previously licensed AASHTO software products by this member department or agency be terminated, and the related licensed materials be returned to AASHTO.

Lynn Paquette	Administrative Secretary
Name	Title
7 Hazen Drive, PO Box 483	Concord, NH 03302-0483
Address	City/State/Zip Code
Lynn Paquette	603-271-2731
Signature	Telephone
05/21/2021	Lynn.a.paquette@dot.nh.gov
Date	E-mail

RETURN THIS FORM: Please return this request form with original authorizing signature to Angelique Williams at angelw@aashto.org.

Return is requested by July 16, 2021, so the appropriate Supplemental License Agreement(s) and invoices can be promptly prepared and returned to you for final processing.

FY 2022 AASHTOWare Member Department/Agency Primary Designee Form

Member Department/Agency: NHDOT - Bridge Design

This member department/agency wishes to designate the following individual to provide the primary contact relating to AASHTO technical service projects, including all software projects/products designated on the "AASHTOWare PRODUCTS AND SERVICES REQUEST FORM" for FY 2022. It is to the attention of this person that all invoices and related financial communications should be sent.

Primary Billing and Financial Designation

Designee:	Lynn Paquette
Title:	Administrative Secretary
Address:	7 Hazen Drive PO Box 483
City/State/Zip Code	Concord, NH 03302-0483
Telephone:	603-271-2731
E-Mail:	lynn.a.paquette@dot.nh.gov

In addition, the following person(s) are designated as the key end-user contact for the individually named project/product.

AASHTOWare Project End-User

Designee:	
Title:	
Address:	
City/State/Zip Code	
Telephone:	
E-mail:	

☐ Alternate Shipping Designee:

Name/Title: _____

Address: _____

E-mail: _____

AASHTOWare Bridge Design/Rating End-User

Designee: _____

Title: _____

Address: _____

City/State/Zip Code _____

Telephone: _____

E-mail: _____

☐ Alternate Shipping Designee:

Name/Title: _____

Address: _____

E-mail: _____

AASHTOWare Bridge Management End-User

Designee: Nicholas Goulas

Title: Chief, Existing Bridge Section

Address: 7 Hazen Drive, PO Box 483

City/State/Zip Code Concord, NH 03302-0483

Telephone: 603-271-2731

E-mail: Nicholas.B.Goulas@dot.nh.gov

☐ Alternate Shipping Designee:

Name/Title: _____

Address: _____

E-mail: _____

AASHTOWare Safety (powered by Numetric) End-User

Designee: _____

Title: _____

Address: _____

City/State/Zip Code _____

Telephone: _____

E-mail: _____

☐ Alternate Shipping Designee:

Name/Title: _____

Address: _____

E-mail: _____

AASHTOWare Pavement ME Design End-User

Designee: _____

Title: _____

Address: _____

City/State/Zip Code _____

Telephone: _____

E-mail: _____

☐ Alternate Shipping Designee:

Name/Title: _____

Address: _____

E-mail: _____

AASHTOWare Safety Analyst End-User

Designee: _____

Title: _____

Address: _____

City/State/Zip Code _____

Telephone: _____

E-mail: _____

☐ Alternate Shipping Designee:

Name/Title: _____

Address: _____

E-mail: _____

Agency Authorization

I am designating the above individuals to provide primary contact for this member department/agency relating to AASHTO technical service and computer software products/projects.

Lynn Paquette	Administrative Secretary
Name	Title
7 Hazen Drive, PO Box 483	Concord, NH 03302-0483
Address	City/State/Zip Code
	603-271-2731
Signature	Telephone
05/21/2021	Lynn.a.paquette@dot.nh.gov
Date	E-mail

Note: When completed, this form should be attached to and returned with the completed AASHTOWare PRODUCTS AND SERVICES REQUEST FORM to the AASHTO Office as specified on that form. Both completed forms are requested to be returned by July 16, 2021.