



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 10-28-2021

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 0803 0063 DOT1800000024 7	Procurement Folder:	357313
Document Name:	PMS SOFTWARE (DOT6318C014)	Reason for Modification:	Change Order 6 Renewal
Document Description:	PMS SOFTWARE (DOT6318C014)		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2017-12-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-11-30

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000233045	Requestor Name:	Martha A Gibson
DEIGHTON ASSOCIATES LTD 223 BROCK ST N UNIT 7		Requestor Phone:	(304) 558-9495
WHITBY ON L1N 4H6 CA		Requestor Email:	marty.a.gibson@wv.gov
Vendor Contact Phone:	9056656605 Extension: 132	<div style="font-size: 48pt; font-weight: bold;">22</div> <div style="font-size: 24pt; font-weight: bold;">FILE LOCATION _____</div>	
Discount Details:			
	Discount Allowed Discount Percentage Discount Days		
#1	No 0.0000 0		
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS ENGINEERING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US

Purchasing Division's File Copy

Total Order Amount: _____ Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION
 DATE: *T. W. [Signature]* 10/29/2021
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *[Signature]*
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
Beverly Tolson
 DATE: 11-3-2021
 ELECTRONIC SIGNATURE ON FILE

11/2/2021

Extended Description:
CHANGE ORDER No. 6 -

Change Order No. 6 is issued to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Effective date of renewal 12/1/2021 through 11/30/22.

Renewal Years/Months Remaining: 0

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81112200				0.000000
	Service From	Service To			
	2017-12-01	2022-11-30			

Commodity Line Description: PAVEMENT MANAGEMENT SYSTEM

Extended Description:
PAVEMENT MANAGEMENT SYSTEM SOFTWARE LICENSE, MAINTENANCE AND SUPPORT:

See attached Exhibit_A Pricing Pages for Contract Pricing.



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

D. Alan Reed, P.E.
State Highway Engineer

Jimmy Wriston, P. E.
Secretary of Transportation
Commissioner of Highways

10/14/2021

Mr. Gary Ruck
Deighton Associates Ltd.
223 Brock Street N. Unit 7
Whitby, ON L1N 4 CA

Subject Contract Renewal: CMA DOT18000024
Procurement folder: 357313

Sir,

The Department of Transportation of West Virginia is offering to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

The renewal dates are 12/1/21 through 11/30/22 . If your company agrees to this renewal, please sign below and return as soon as possible. You may return all renewal documents via email to kristy.e.james@wv.gov

Also attached is an Affidavit that is to be part of the renewal change order and is required to be signed.

Please contact the email listed above if you have any questions.

Thank you,

Kristy James

WV Procurement Officer

Attachment

We agree to renew the contract for the period as state above under the same terms, conditions, prices, and specifications in the original purchase order and any change orders thereto.

Robert Piane
Name/Signature

10/21/2021

Date

President

Title

PROCUREMENT USE ONLY

Signature/Title/Date

**Pavement Management System
 Software License, Preventative Maintenance and Support**

Reference Section	Description	Quantity	Units	Unit Rate	Extended Cost
dTIMS Version 9 Software Support & Maintenance (see Section 3.1.1)					
3.1.1	Year 1 (see note #11 & #13 below)		LS	\$ 90,000.00	\$ -
3.1.1	Year 2		LS	\$ 90,000.00	\$ -
3.1.1	Year 3		LS	\$ 90,000.00	\$ -
3.1.1	Year 4		LS	\$ 90,000.00	\$ -
3.1.1	Year 5		LS	\$ 90,000.00	\$ -
dTIMS Dashboard Software Support & Maintenance (see Section 3.1.1)					
3.1.1	Year 1 (see note #11 & #13 below)		LS	\$ -	\$ -
3.1.1	Year 2		LS	\$ -	\$ -
3.1.1	Year 3		LS	\$ -	\$ -
3.1.1	Year 4		LS	\$ -	\$ -
3.1.1	Year 5		LS	\$ -	\$ -
Per License Cost for Additional Licenses (see Section 3.1.7)					
3.1.1	Year 1		EA	\$ -	\$ -
3.1.1	Year 2		EA	\$ -	\$ -
3.1.1	Year 3		EA	\$ -	\$ -
3.1.1	Year 4		EA	\$ -	\$ -
3.1.1	Year 5		EA	\$ -	\$ -
On-Site Support Costs (4-day trips - see Section 3.1.5)					
3.1.5	Year 1		EA	\$ 9,600.00	\$ -
3.1.5	Year 2		EA	\$ 9,984.00	\$ -
3.1.5	Year 3		EA	\$ 10,383.36	\$ -
3.1.5	Year 4		EA	\$ 10,798.69	\$ -
3.1.5	Year 5		EA	\$ 11,230.64	\$ -
Additional personnel required for On-site Visits - Year 1 (see Section 3.1.5.2)					
3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel		hr	\$ 300.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel		hr	\$ 225.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel		hr	\$ 300.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel		hr	\$ 225.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer		hr	\$ 225.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager		hr	\$ 300.00	\$ -
Additional personnel required for On-site Visits - Year 2 (see Section 3.1.5.2)					
3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel		hr	\$ 312.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel		hr	\$ 234.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel		hr	\$ 312.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel		hr	\$ 234.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer		hr	\$ 234.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager		hr	\$ 312.00	\$ -
Additional personnel required for On-site Visits - Year 3 (see Section 3.1.5.2)					
3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel		hr	\$ 324.48	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel		hr	\$ 243.36	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel		hr	\$ 324.48	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel		hr	\$ 243.36	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer		hr	\$ 243.36	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager		hr	\$ 324.48	\$ -
Additional personnel required for On-site Visits - Year 4 (see Section 3.1.5.2)					
3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel		hr	\$ 337.46	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel		hr	\$ 253.09	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel		hr	\$ 337.46	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel		hr	\$ 253.09	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer		hr	\$ 253.09	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager		hr	\$ 337.46	\$ -
Additional personnel required for On-site Visits - Year 5 (see Section 3.1.5.2)					
3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel		hr	\$ 350.96	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel		hr	\$ 263.22	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel		hr	\$ 350.96	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel		hr	\$ 263.22	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer		hr	\$ 263.22	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager		hr	\$ 350.96	\$ -

Exhibit A: Pricing Page5
CMA 0803 DOT1800000024
Pavement Management System
Software License, Preventative Maintenance and Support

Reference Section	Description	Quantity	Units	Unit Rate	Extended Cost
Vendor Office support - Year 1 (see Section 3.1.6)					
3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel		hr	\$ 225.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel		hr	\$ 150.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel		hr	\$ 225.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel		hr	\$ 150.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer		hr	\$ 150.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager		hr	\$ 225.00	\$ -
Vendor Office support - Year 2 (see Section 3.1.6)					
3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel		hr	\$ 234.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel		hr	\$ 156.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel		hr	\$ 234.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel		hr	\$ 156.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer		hr	\$ 156.00	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager		hr	\$ 234.00	\$ -
Vendor Office support - Year 3 (see Section 3.1.6)					
3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel		hr	\$ 243.36	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel		hr	\$ 162.24	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel		hr	\$ 243.36	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel		hr	\$ 162.24	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer		hr	\$ 162.24	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager		hr	\$ 243.36	\$ -
Vendor Office support - Year 4 (see Section 3.1.6)					
3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel		hr	\$ 253.09	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel		hr	\$ 168.73	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel		hr	\$ 253.09	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel		hr	\$ 168.73	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer		hr	\$ 168.73	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager		hr	\$ 253.09	\$ -
Vendor Office support - Year 5 (see Section 3.1.6)					
3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel		hr	\$ 263.22	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel		hr	\$ 175.48	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel		hr	\$ 263.22	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel		hr	\$ 175.48	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer		hr	\$ 175.48	\$ -
3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager		hr	\$ 263.22	\$ -
TOTAL					\$ -

Notes:

1. Units listed as "LS" indicates a Lump Sum
2. Units listed as "EA" indicates each
3. Units listed as "hr" indicates hours
4. Travel rates are invalid without WVDOH prior approval.
5. Product Development Personnel refers to the individual(s) responsible for software development and architecture.
6. Software Maintenance Personnel refers to the individual(s) responsible for maintaining functionality of the software.
7. Data Management Personnel refers to the individual(s) who manipulate and validate information within the software.
8. Training Personnel refers to the individual(s) engaged in class and materials for training WVDOH personnel.
9. Programmer refers to the individual(s) responsible for developing the computer code and software documentation.
10. Project Manager refers to the individual(s) responsible for coordination, cost control, reporting and customer service.
11. All associated costs for Alternate 'or equal' products proposed per Section 3.1 shall be included in the dTIMS Version 9 Software Support & Maintenance, Year 1. This cost shall include all travel, meals, incidental expenses, equipment and labor for all personnel required by the vendor to provide this service.
12. Hours listed in Exhibit A are estimated amounts and will be used for cost evaluation purposes only.
13. Reinstatement fees must be included in Year 1 only. WVDOH Pavement Management System software maintenance expired 02/28/2017

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Deighton Associates Ltd.

Authorized Signature:  Date: 10/18/2021

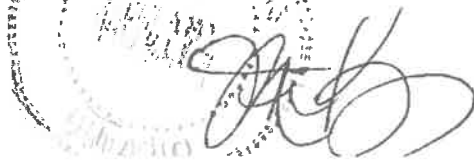
State of Ontario

County of Whitby, to-wit:

Taken, subscribed, and sworn to before me this 18 day of October, 2021.

My Commission expires May 31, 2022

AFFIX SEAL HERE



NOTARY PUBLIC

Jina Mintsinikas, Notary Public,
Regional Municipality of Durham,
limited to the attestation of instruments
and the taking of affidavits,
for Deighton Associates Ltd.
Purchasing Affidavit (Revised 01/19/2018)
Expires May 31, 2022.

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West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

DEIGHTON ASSOCIATES LTD.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	5/13/1992		5/13/1992	Foreign	Profit			

Organization Information			
Business Purpose	5415 - Professional, Scientific and Technical Services - Professional, Scientific and Technical Services - Computer Systems Design and Related Services (design, programming, facilities mgmt)		Capital Stock 0.0000
Charter County		Control Number	0
Charter State	ONT	Excess Acres	0
At Will Term		Member Managed	
At Will Term Years		Par Value	0.000000
Authorized Shares	0	Young Entrepreneur	Not Specified

Addresses	
Type	Address
Mailing Address	223 BROCK ST. N. UNIT 7 WHITBY, ON, L1N4H6 CAN
Notice of Process Address	CORPORATION SERVICE COMPANY 209 WEST WASHINGTON STREET CHARLESTON, WV, 25302
Principal Office Address	223 BROCK ST. N. UNIT 7 WHITBY, ON, L1N 4H6 CAN
Type	Address

Officers	
Type	Name/Address
Director	ROBERT PIANE 223 BROCK ST. N. UNIT 7 WHITBY, ON, L1N4H6
President	VICKI DEIGHTON 223 BROCK ST. N. UNIT 7 WHITBY,, ON, L1N4H6
Type	Name/Address

Annual Reports	
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Date filed

For more information, please contact the Secretary of State's Office at 304-558-8000.

Thursday, October 28, 2021 — 3:00 PM

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