

## SECOND AMENDMENT TO PURCHASE AGREEMENT

This **SECOND AMENDMENT TO PURCHASE AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CARTEGRAPH SYSTEMS INC.**, a Delaware corporation whose address is 3600 Digital Drive, , IA, Dubuque, Iowa 52003 (the “Contractor”), jointly (“the Parties”).

### WITNESSETH:

**A.** The Parties entered into a Purchase Agreement dated September 15, 2017, and a First Amendatory Agreement dated May 9, 2018 (collectively, the “Agreement”) to perform the services delineated in Exhibit X.

**B.** The Parties wish to amend the Agreement to extend the term, increase funding, and amend the Examination of Records.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

**1.** All references to “...Exhibit A and A-1...” in the Agreement shall be amended to read: “...Exhibit A, A-1 and A-2...” as applicable. The scope of work marked as **Exhibit A-2** attached to this Second Amendatory Agreement is hereby incorporated by reference.

**2.** Section 17 of the Agreement entitled **TERM** is amended to read as follows:

“**17. TERM:** The term of the Agreement is from June 1, 2017 through September 29, 2021.”

**3.** Section 18 of the Agreement entitled **COMPENSATION AND PAYMENT** Sub-paragraph 18.4.1 entitled “**Maximum Contract Liability:**” is amended to read as follows:

“**18.4.1** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **NINE HUNDRED EIGHTY THOUSAND FOUR HUNDRED SEVENTY-THREE DOLLARS AND SEVENTY-SEVEN CENTS (\$980,473.77)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in Exhibit X. Any services performed beyond those in Exhibit X are performed at Contractor’s risk and without authorization under the Agreement.”

**4.** Section 21 of the Agreement entitled **EXAMINATION OF RECORDS** is amended to read as follows:

“**21. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic

form, any pertinent books, documents, papers and records related to Cartegraph Systems performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Cartegraph Systems shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require to make disclosures in violation of state or federal privacy laws. Cartegraph Systems shall at all times comply with D.R.M.C. 20-276.”

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This Second Amendment to Purchase Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:** DOTI-202055976-02 [201733328-02]  
**Contractor Name:** Cartegraph Systems LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202055976-02 [201733328-02]  
Cartegraph Systems LLC

DocuSigned by:  
*Mitch Bradley*  
By: 439C3A53C532492...

Name: Mitch Bradley  
(please print)

Title: SVP Sales & Marketing  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



City and County of Denver

# Cartegraph Software and Services Contract

PA#: PA-2452

Date: 8/4/2020

Cartegraph Systems LLC  
3600 Digital Drive  
Dubuque, IA 52003

[cartegraph.com](http://cartegraph.com)

800 688.2656  
563 556.8120  
Fax 563 556.8149

City and County of Denver, CO | 8/4/2020



# Purchase Agreement

**Cartegraph** is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between **City and County of Denver** (hereinafter referred to as **Customer**) and **Cartegraph Systems LLC** (hereinafter referred to as **Cartegraph**). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement different from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control.

## CUSTOMER ADDRESS:

City and County of Denver  
5440 Roslyn St., Bldg E.  
Denver, CO  
80216

## LICENSEE ADDRESS:

City and County of Denver  
5440 Roslyn St., Bldg E.  
Denver, CO  
80216

## Investment Summary

The addendums attached here to include:

- Addendum A - Support Services
- Addendum B - Field Services



Product		Year 1
Orange Advantage (96 Hours)	Quantity	1.00
	Price	USD 16,200.00
OMS Plus	Quantity	1.00
	Price	USD 135,033.75
OMS User	Quantity	130.00
	Price	USD 28,324.80
Signal Domain	Quantity	1.00
	Price	USD 0.00
Transportation Domain	Quantity	1.00
	Price	USD 54,014.22
OMS Integration Toolkit	Quantity	1.00
	Price	USD 14,999.75
Asset Builder	Quantity	1.00
	Price	USD 19,999.67
Advanced Material Management	Quantity	1.00
	Price	USD 6,001.58
Cartegraph Engage	Quantity	1.00
	Price	USD 20,000.00
Systems Integration Support	Quantity	1.00



Product		Year 1
	Price	USD 10,000.00
<b>TOTAL:</b>		USD 304,573.77

Product	Quantity	Price
Implementation Services OMS	1.00	USD 4,000.00
<b>TOTAL:</b>		USD 4,000.00

**NOTES:**

- The pricing listed above does not include applicable sales tax.
- The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.
- Hosting includes 250GB of available file storage. If additional storage is required, the Organization can purchase in 1TB increments.
- Cartegraph Systems, LLC agrees to add City and County of Denver as an additional insured with respect to their General Liability, Business Auto, and Umbrella coverages as part of this agreement.
- By executing this Purchase Agreement, Customer acknowledges that it has reviewed the terms, conditions, fees and charges provided herein and in the Master Agreement, as well as any other exhibits to the Master Agreement, and Customer agrees to be legally bound by each such Agreement.





## Payment Terms and Conditions

In consideration for the Solutions and Services provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** the Fees in U.S. Dollars as described below:

### I. DELIVERY

Customer shall be provided with the ability to access and use the Solutions upon execution of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.

### II. SERVICES SCHEDULING

Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.

### III. SOLUTIONS INVOICING

The fee for solutions will be due in annual installments 15 days prior to the anniversary of the initial term as follows:

1. \$304,573.77 due upon execution of the Purchase Agreement.

### V. ORANGE ADVANTAGE SERVICES INVOICING

Invoicing for Orange Advantage Services for Year 1 will be due as follows:

1. 25% upon execution of the Purchase Agreement
2. 25% due 3 months from execution of Purchase Agreement
3. 25% due 6 months from execution of Purchase Agreement
4. 25% due 9 months from execution of Purchase Agreement

### IV. FIELD SERVICES INVOICING

Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:

1. Invoicing for the Field Services fee shall occur upon the execution of the Purchase Agreement.

### VI. PAYMENT TERMS

All payments are due Net 35 days from start date of invoice.



## **Cartegraph Systems LLC**

### **Addendum A - Support Services**

#### **Cartegraph Support and Training Services – Scope of Work**

The Support Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum A, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

*As part of Customer's subscription to access and use of the Cartegraph Solutions, Customer will receive:*

#### **1. Support Services**

##### **a. Campus – [www.campus.cartegraph.com](http://www.campus.cartegraph.com)**

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by-step instructions, videos, and more.

##### **b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050 and Live Chat**

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT. Live Chat is available within the product or through Campus.

##### **c. Support via Case Submittal or Email**

If a phone call or live chat is not your best option, you can always request support via our online case submittal form available in Campus or via email. Email support is available at [support@cartegraph.com](mailto:support@cartegraph.com).

#### **2. Training & Education Services**

##### **a. Convenient Online Resources:**

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

##### **b. Customer Led User Groups**

: Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

#### **3. Releases & Upgrades**

##### **a. New Releases:**

Cartegraph is continuously innovating and enhancing the Cartegraph OMS collection of products. As a customer with an active subscription, you will receive each new release of the software.

i. Cloud-hosted customers: Your cloud-hosted site will be upgraded by our Cartegraph System Consultants after the release is available.

ii.

On-premise customers: For your on-premises installation, our Technical Consultants will work with your organization's IT staff to deliver the latest software release. Software will be made available after installation to the Cartegraph cloud-hosted customers.

##### **b. Service Packs:**

A Service Pack consists of lower-severity bug fixes and/or small platform updates.

i.

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If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartegraph System Consultants.

ii. On-premises customers that contacted Cartegraph Technical Support about an issue that is resolved with the Service Pack, will be provided the service pack for installation. These on-premises customers can then schedule a time to install the Service Pack with our Technical Support team

**c. Hot Fixes:**

If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

Cartegraph Systems LLC

**Addendum B - Field Services**

(Fee for Service)

**Cartegraph Field Services – Scope of Work**

The Field Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum B, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

Cartegraph – Scope of Work

The scope of work includes the following professional services:

- Cartegraph will provide the following services on an annual basis for the duration of the contract terms:
  - Up to ninety-six (96) hours of remote services for post-production system development. The deliverables will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
    - Project or implementation consulting
    - System configuration for your current products
    - Training

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

The following service items are not included in the scope of this project:



- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

### **Customer/Cartegraph Responsibilities**

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Agreement or in the Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

### **Not-to-Exceed Purchase Agreement**

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional Service will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Services are required.

- **Cartegraph Systems LLC**

**Addendum B - Field Services** (Fee for Service)

**Cartegraph Field Services – Scope of Work**

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- The Field Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum B, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

## Cartegraph – Scope of Work

The scope of work includes the following professional services:

### Colorado811 Integration

- Cartegraph will provide a bi-directional integration service between Colorado811 and Cartegraph.
  - The integration includes:
    - Colorado811 Tickets (formatted as XML text files) are requested from a Google Gmail account.
    - Tasks are created in Cartegraph from Colorado811 Ticket Data.
    - The original Colorado811 ticket file, downloaded from the Gmail account, is attached to the Task record.
    - This integration only adds Task records. Records are never updated.
    - When Tasks are completed in OMS the Positive Response will be updated in your Colorado 811 system
    - Reference below for field mapping detail.
  - Errors are handled as such:
    - Any files with errors are skipped. The error files are moved to a folder labeled Other within the Gmail account for manually processing.
    - Errors can be reported via email using the standard 'If an automation fails send a notification' automation template within OMS.
    - All files not designated as Colorado811 tickets are skipped but will not produce an error.
    - Duplicate records cause an error.
  - Assumptions
    - Marking Colorado811 tickets as responded require development in the Cartegraph hosted environment. In the event that this development is unsuccessful, customer is not required to move forward with the integration and will not be charged any monies.

CARTEGRAPH TASK	COLORADO811 FIELD(S) (XML TAG(S))	COMMENTS
Task ID	<delivery>\<ticket> + "-" + <delivery>\<revision> + "-" + tickets>\<work_date> (Year)	Year from the <work_date>
Asset Type		Value: Non-Asset
COLORADO811 Ticket Type	<tickets>\<type> + " " + <tickets>\<reason_2ndr> + " " + <tickets>\<priority> + " " + <tickets>\<category> + " " + <tickets>\<meet> + " " + <tickets>\<resend>	See the Ticket Type Mapping Appendix section for more details.

CARTEGRAPH TASK	COLORADO811 FIELD(S) (XML TAG(S))	COMMENTS
Priority	<tickets>\<priority>	If priority is EMER or SHRT or RUSH the priority is set to Important. In all other cases the default Cartegraph value is used.
Estimated Start Date	<tickets>\<work_date>	
Estimated Stop Date	<tickets>\<work_date>	
Shape X	<tickets>\<centroid>\<coordinate>\<longitude>	
Shape Y	<tickets>\<centroid>\<coordinate>\<latitude>	
Activity		Value: Utility Locates
Department		Value: COLORADO811
Address Number	<tickets>\<st_from_address>	
Street	<tickets>\<street>	
County	<tickets>\<county>	
Intersecting Street	<tickets>\<cross1>	
Location Description	"Address: " <tickets>\<st_from_address> + " " <tickets>\<street>" Cross: " <tickets>\<cross1> "Place: " <tickets>\<place> + " County: " <tickets>\<county> "Subdivision: " <tickets>\<subdivision "Grid List: " [<tickets>\<gridlist>\<grid> + " " + <tickets>\<gridlist>\<grid> ....]	There is a list of grids under the grid list tag. Each grid is listed in the Location Description.
COLORADO811 Work Description	"Premarked: " <tickets>\<premarked> " "Directional Boring: " <tickets>\<boring>" "Depth > 7ft: " <tickets>\<depth_7ft> "Location: " <tickets>\<location> "Work Type: " <tickets>\<work_type> "Extent: " <tickets>\<extent> "Remarks: " <tickets>\<remarks>	
COLORADO811 Map URL	< tickets>\<map_url>	The value in this field is decoded from the XML escaped value

CARTEGRAPH TASK	COLORADO811 FIELD(S) (XML TAG(S))	COMMENTS
		to the non-escaped original value.
COLORADO811 Ticket		Value: True
COLORADO811 Ticket Number	<delivery>\<ticket>	
COLORADO811 Received Date	<delivery>\<transmitted>	This value contains both date and time information.
COLORADO811 Phone	<tickets>\<phone>	
COLORADO811 Phone Ext	<tickets>\<phone_ext>	
COLORADO811 Caller	<tickets>\<caller>	
COLORADO811 Caller Type	<tickets>\<caller_type>	
COLORADO811 Caller Phone	<tickets>\<caller_phone>	
COLORADO811 Caller Phone Ext	<tickets>\<caller_phone_ext>	
COLORADO811 Contact	<tickets>\<contact >	
COLORADO811 Contact Phone	<tickets>\<contact_phone>	
COLORADO811 Contact Phone Ext	<tickets>\<contact_phone_ext>	
COLORADO811 Contact Email	<tickets>\<email>	
COLORADO811 Place	<tickets>\<place>	
COLORADO811 Subdivision	<tickets>\<subdivision>	
COLORADO811 Grid List	<tickets>\<gridlist>\<grid>	There is a list of grids under the grid list tag. Each grid is

CARTEGRAPH TASK	COLORADO811 FIELD(S) (XML TAG(S))	COMMENTS
		listed out separated by a semicolon.
COLORADO811 Premarked	<tickets>\<premarked>	
COLORADO811 Directional Boring	<tickets>\<boring>	
COLORADO811 Depth Greater 7ft	<tickets>\<depth_7ft>	
COLORADO811 Location	<tickets>\<location>	
COLORADO811 Work Type	<tickets>\<work_type>	
COLORADO811 Extent	<tickets>\<extent>	
COLORADO811 Remarks	<tickets>\<remarks>	
COLORADO811 Work Date	<tickets>\<work_date>	
COLORADO811 Fax	<tickets>\<fax>	

## Orange Advantage

- Cartegraph will provide the following services on an annual basis for the duration of the contract terms:
  - Up to ninety-six (96) hours of remote services for post-production system development. The deliverables will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
    - Project or implementation consulting
    - System configuration for your current products
    - Training

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

## Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.



- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

### **Customer/Cartegraph Responsibilities**

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Agreement or in the Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer Users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both personal computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's system requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation, including a dedicated project manager responsible for reviewing the implementation scope of work, ensuring all attended meetings are attended by invited staff, and providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems. Customer responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.
5. Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Solutions will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Solutions within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
6. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

### **Not-to-Exceed Purchase Agreement**

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional Service will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Services are required.