

THIRD AMENDMENT TO PURCHASE AGREEMENT

This **THIRD 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 LLC**, a Delaware corporation whose address is 3600 Digital Drive, Dubuque, Iowa 52003 (the “Contractor”), jointly (“the Parties”).

WITNESSETH:

A. The Parties entered into a Purchase Agreement dated September 15, 2017, a First Amendatory Agreement dated May 9, 2018, and a Second Amendatory Agreement dated October 23, 2020 (collectively, the “Agreement”) to perform the services delineated in Exhibit X.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, amend the No Discrimination In Employment clause, and add the No Employment Of A Worker Without Authorization To Perform Work Under The Agreement clause.

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, A-1 and A-2...” in the Agreement shall be amended to read: “...Exhibit A, A-1, A-2 and A-3...” as applicable. The scope of work marked as **Exhibit A-3** attached to this Third 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, 2022.”

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 **ONE MILLION THREE HUNDRED TWENTY-FIVE THOUSAND ONE HUNDRED EIGHTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$1,325,186.67)** (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 37 of the Agreement entitled **NO DISCRIMINATION IN EMPLOYMENT** is amended to read as follows:

“37. **NO DISCRIMINATION IN EMPLOYMENT**:

In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

5. Section 52 of the Agreement, is added to read as follows:

“52. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

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

7. This Third 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.

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Contract Control Number: DOTI-202160060-03 [201733328-03]
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-202160060-03 [201733328-03]
Cartegraph Systems LLC

By: See Attached Signature Page

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

DOTI-202160060-03 [201733328-03]
Cartegraph Systems LLC

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 Solutions Purchase Agreement

PA#: PA-004928
Date Prepared: 7/16/2021
Date of Expiration: 9/27/2021

For any questions or assistance, please contact:

Heather Henderson
Account Manager
Phone: (303) 359-8327
Mobile: +1 3033598327
Email: heatherhenderson@cartegraph.com

Cartegraph Systems LLC
3600 Digital Dr
Dubuque, IA 52003-8962

<http://www.cartegraph.com>

Toll Free: (800) 688-2656
Phone: (563) 556-8120
Fax: (563) 556-8149

Purchase Agreement

Cartegraph Systems LLC 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 "City and County of Denver", or "Customer") and Cartegraph Systems LLC (hereinafter referred to as Cartegraph). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement differ 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, Colorado
80216

LICENSEE ADDRESS:

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

The following Addendums are attached to the Purchase Agreement and are incorporated by reference:

ADDENDUM A - SOLUTIONS SUPPORT

ADDENDUM B - **SERVICES SCOPE OF WORK**

ADDENDUM C - SOLUTIONS AGREEMENT can be found at <https://www.Cartegraph.com/solutions-agreement>

ADDENDUM D - Not Used

ADDENDUM E - CARTEGRAPH OMS EDITIONS

ADDENDUM F - Not Used

Investment Summary

The following section describes Purchase Agreement line items for Customer's Solution. Based on the core needs that have been identified and understanding the organization's budgeting and funding cycle, Cartegraph is providing the following Solution configuration.

Term 1 - 9/30/2021 - 9/29/2022 -
Subscription

No.	Product	Code	Quantity	Price
1	Orange Advantage (96 Hours)	CGORNG	1	USD 16,200.00
1	OMS Plus	OMSPLS	1	USD 141,785.44
2	Advanced Material Management (option)	OMSAMM	1	USD 6,301.66
3	Asset Builder (option)	OMSABD	1	USD 20,999.65
4	Signal Domain	DOM006	1	USD 36,009.48
5	Transportation Domain	DOM008	1	USD 56,714.93
6	OMS User	OMSUSR	130	USD 29,952.00
7	Integration Toolkit (option)	OMSAPI	1	USD 15,749.74
8	Cartegraph Engage	CGENG	1	USD 21,000.00
Term 1 - 9/30/2021 - 9/29/2022 - Subscription TOTAL:				USD 344,712.90

Summary By Term - Includes Services & Subscriptions

Total Term 1	USD 344,712.90
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Investment Notes:

- All pricing presented in this document is valid through the date of expiration. Any pricing concessions made are only applicable to this transaction and should not be assumed for future purchases.
- Purchasing the products presented in this document through any alternative procurement method other than that identified will require a revised price proposal which may include an associated price adjustment.
- Any applicable taxes are not included.
- Pricing does not include any applicable Esri ArcGIS licenses.
- All pricing is in U.S. Dollars (\$USD).
- Pricing is valid through 9/27/2021

Payment Terms and Conditions

In consideration for the Solutions provided by Cartegraph to Customer, Customer agrees to pay Cartegraph the Fees as described below:

DELIVERY

Upon execution of this Purchase Agreement, Cartegraph will provide the Solution Subscriptions and/or Services as detailed in the Investment Summary.

SOLUTION SERVICES SCHEDULING

Solution Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered your notification for Cartegraph to proceed. 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 unless indicated differently in the Investment Notes.

SOLUTION SUBSCRIPTION INVOICING

Customer shall be provided with the ability to access and use the Solution Subscriptions upon execution of this Purchase Agreement. The payment for the initial term is due upon execution of the Purchase Agreement. Payment for any subsequent renewal terms will be due in annual installments 15 days prior to the anniversary of the initial term in the amount(s) that follow:

- Term 1: \$344,712.90

SOLUTION SERVICES INVOICING

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

- Invoicing shall occur upon the execution of this Agreement.

PAYMENT TERMS

- All payments are due Net 30 days from start date of invoice.
- All payments are to be in U.S. Dollars.

ADDENDUM A

Solutions Support

As part of the annual Solution Subscription fee identified in the above Investment Summary, Customer will receive the following support for the duration of the paid subscription Term.

TECHNICAL SUPPORT

1. Campus – www.cartegraph.com/campus
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 guides, videos, and more.
2. 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. Live Chat is available within the product or through Campus. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.
3. Secure, Live Remote Support
If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

TRAINING & EDUCATION SUPPORT

1. Convenient Online Resources
All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.
2. 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.

RELEASES & UPGRADES

1. New Releases
Be the first to know about all new Cartegraph releases, enhancements, and upgrades. Cartegraph is continuously innovating and enhancing the Cartegraph OMS collection of products and as a customer with an active subscription, you will receive each new release of the software.
 1. Your cloud-hosted site will be automatically upgraded by our System Consultants after the release is available. This way, you'll experience increased system performance while gaining timely access to the latest features and functionality.
 2. For your on-Premises Installation, our Technical Consultants will work with your organization's IT staff to receive the latest software release in a timely manner. This way, you'll experience increased system performance while gaining prompt access to the latest features and functionality
2. Service Packs
A Service Pack consists of lower-severity bug fixes and/or small platform updates.
 1. If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartegraph System Consultants.
 2. 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

3. 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.

Addendum B

Services Scope of Work

The Solutions 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 are subject to the limitations and terms and conditions set for the in the Purchase Agreement, and its reverence Addendums. 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:

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.

ADDENDUM E

Cartegraph OMS Editions

Cartegraph OMS supports customers in the operation, maintenance, and management of the following asset domains. By employing these features as applicable, customers can effectively manage and report on the assets that they care about. Indicated below are the capabilities and options available for each OMS Edition at the time this document was prepared, which are subject to change.

	Essentials	Pro	Plus	Premium
Dashboard / Home Screen	Included	Included	Included	Included
User Management	Included	Included	Included	Included
Role Management		Included	Included	Included
Esri GIS Integration	Included	Included	Included	Included
Report Viewer	Included	Included	Included	Included
Library Management	Included	Included	Included	Included
Standard KPI / ROI gadgets	Included	Included	Included	Included
Esri Identity-Ready	Included	Included	Included	Included
Structure Manager		Included	Included	Included
Layout Manager		Included	Included	Included
Import / Export		Included	Included	Included
Record Filter Administration		Included	Included	Included
Container / Component	Included	Included	Included	Included
Embedded Maps	Included	Included	Included	Included
Report Designer		Included	Included	Included
Integration Toolkit		Option	Option	Included
Cartegraph for Zapier	Option	Option	Included	Included
Automation Manager			Included	Included
Notification Manager		Included	Included	Included
Routing – Esri Identity Required	Included	Included	Included	Included
Geocode Options- Esri Identity Required	Included	Included	Included	Included

Work

Task Management	Included	Included	Included	Included
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Work Orders			Included	Included
Task Calendar	Included	Included	Included	Included
Scenario Builder			Option	Included

Request

Request Management	Required w/ SeeClickFix	Included	Included	Included
SeeClickFix	Option	Option	Option	Option
Internal Requests		Option	Included	Included

Resources

Resource Management (LEMV)	Included	Included	Included	Included
Advanced Material Management			Option	Included
Fleet Management		Option	Included	Included

Assets

Asset Inventory	By Domain/Asset	By Domain/Asset	By Domain/Asset	By Domain/Asset
Container / Component	Included	Included	Included	Included
Preventative Maintenance Plans		Included	Included	Included
Asset Condition Manager / Advanced Inspections		Required w/ Fleet Mgmt.	Included	Included
Asset Builder		Option	Option	Included