

AMENDMENT TO PURCHASE AGREEMENT

THIS AMENDMENT TO PURCHASE AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **CARTEGRAPH SYSTEMS INC.**, an Iowa corporation, registered to do business in Colorado, whose address is 3600 Digital Drive, Dubuque, IA 52003 (“Contractor”), jointly “the parties.”

WITNESSETH:

WHEREAS, the Parties entered into a Purchase Agreement dated September 15, 2017, (the “Agreement”), relating to the services delineated in Exhibit X; and

WHEREAS, the Parties wish to amend the Purchase Agreement to add advanced resources for material management to the Agreement as further delineated in Exhibit A, at no cost to the City.

1. Exhibit X to the Agreement is supplemented to include the functionality contained in Exhibit A.

2. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: PWADM-201733328-01

Contractor Name: CARTEGRAPH SYSTEMS INC

By: ^{DocuSigned by:}
Mitch Bradley
439C3A53C532492...

Name: Mitch Bradley
(please print)

Title: SVP of Sales & Marketing
(please print)

ATTEST: [if required]

By: ^{DocuSigned by:}
Kim Klauer
065028B98031497...

Name: Kim Klauer
(please print)

Title: Sales Operations Manager
(please print)



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**" or "**Licensee**" and **Cartegraph Systems, Inc.** (hereinafter referred to as "**Cartegraph**"). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master 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 Contract #201733328, dated September 15, 2017 shall control.

Customer Bill To: Jeff Lancaster City and County of Denver 1437 Bannock St. Denver, CO 80202 720-865-4065	Customer Ship To: Same
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Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: March 22, 2018

Purchase Agreement Expiration Date: April 30, 2018

Purchase Agreement No.: #PA291

	Purchase Type	Citizen/Qty.	Unit Price	Total Price
YEAR 1				
SOFTWARE PRODUCTS				
Cartegraph OMS Extension	Advanced Resources Management per-citizen Subscription	488,000	\$0.10	\$48,800.00
<i>Discount</i>				<i>(\$48,800.00)</i>
FIELD SERVICES				
Implementation Services	Fixed Fee Service	1	\$2,600.00	\$2,600.00
<i>DISCOUNT</i>				<i>(\$2,600.00)</i>
YEAR 1 SUB-TOTAL				\$0.00

YEAR 2				
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SOFTWARE PRODUCTS				
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Cartegraph OMS Extension	Advanced ResourcesManagement per-citizen Subscription, 9/30/17 – 9/29/18	488,000	\$0.10	\$48,800.00
<i>Discount</i>				(\$48,800.00)

YEAR 2 SUB-TOTAL				\$0.00
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YEAR 3				
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SOFTWARE PRODUCTS				
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Cartegraph OMS Extension	Advanced ResourcesManagement per-citizen Subscription, 9/30/18 – 9/29/19	488,000	\$0.10	\$48,800.00
<i>Discount</i>				(\$48,800.00)

YEAR 3 SUB-TOTAL				\$0.00
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YEAR 4				
SOFTWARE PRODUCTS				
Cartegraph OMS Extension	Advanced ResourcesManagement per-citizen Subscription, 9/30/19 – 9/29/20	488,000	\$0.10	\$48,800.00
<i>Discount</i>				<i>(\$48,800.00)</i>
YEAR 4 SUB-TOTAL				\$0.00
YEAR 5				
SOFTWARE PRODUCTS				
Cartegraph OMS Extension	Advanced ResourcesManagement per-citizen Subscription, 9/30/20 – 9/29/21	488,000	\$0.10	\$48,800.00
<i>Discount</i>				<i>(\$48,800.00)</i>
YEAR 5 SUB-TOTAL				\$0.00
TOTAL COST (5-YEAR TERM)				\$0.00

NOTES:	The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.
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Payment Terms and Conditions

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

1. **Delivery:** Software Products shall be licensed upon acceptance 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.
2. **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.
3. **Software Invoicing:** The Software Subscription Licenses fee will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$0.00 due upon execution of the Purchase Agreement.
 - b. \$0.00 due 15 days prior to 1st year anniversary of term start date.
 - c. \$0.00 due 15 days prior to 2nd year anniversary of term start date.
 - d. \$0.00 due 15 days prior to 3rd year anniversary of term start date.
 - e. \$0.00 due 15 days prior to 4th year anniversary of term start date.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. \$0.00 due for Field Services.
5. **Payment Terms:** All payments are due Net 30 days from date of invoice.

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.

Cartegraph Systems, Inc.

By _____
(Signature)

Mitch Bradley
(Type or print name)

Title SVP of Sales & Marketing

Date _____

City and County of Denver

By _____
(Signature)

(Type or print name)

Title _____

Date _____

Cartegraph Systems, Inc.

Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as 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 any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Contract #201733328.

Cartegraph – Scope of Work

The scope of work includes the following professional services:

Extensions

- Cartegraph will provide remote train-the-trainer training, up to twelve (12) hours, on Advanced Resources functionality. Training topics include:
 - Material Locations
 - Material Transfers
 - Material Orders
 - Settings:
 - Vendor Price Quotes
 - Re-order points
 - Cartegraph recommended best practices for advanced resource management

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

Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

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.

Not-to-Exceed Proposal

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 efforts 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 Software or services are required.

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.

Cartegraph Systems, Inc.

By _____
(Signature)

Mitch Bradley
(Type or print name)

Title SVP of Sales & Marketing

Date _____

City and County of Denver

By _____
(Signature)

(Type or print name)

Title _____

Date _____
