REVIVAL AND FOURTH AMENDMENT TO PURCHASE AGREEMENT

THIS REVIVAL AND FOURTH 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 limited liability company, whose address is 3600 Digital Dr, Dubuque, IA, 52003 (the "Contractor"), individually a "Party" and collectively the "Parties."

WHEREAS, the Parties entered into Purchase Agreement dated September 15, 2017, an Amendment to Purchase Agreement dated May 9, 2018, a Second Amendatory to Purchase Agreement dated October 23, 2020, and a Third Amendment to Purchase Agreement dated September 16, 2021, to provide the City with online software and support for the Transportation Operations' asset management system (the "Agreement"); and

WHEREAS, the Agreement expired by its terms on September 29, 2022, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective September 30, 2022, all references to Exhibits A, A-1, A-2, and A-3 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, and A-4, as applicable. Exhibit A-4 is attached and will control from September 30, 2022.

2. Section 17 of the Agreement, titled "<u>TERM</u>," is amended to read as follows:

"17. <u>TERM</u>: The term of the Agreement is from June 1, 2017, through September 29, 2023."

3. Subsection 18.4.1 of the Agreement, titled "<u>Maximum Contract Liability</u>," 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 Eight Hundred Seventeen Thousand Two Hundred Seventy-Five Dollars and Twenty-One Cents (\$1,817,275.21) (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 the Contractor beyond that specifically described in Exhibits A, A-1, A-2, A-3, and A-4. Any services performed beyond those in Exhibits A, A-1, A-2, A-3, and A-4. The Term are performed at the Contractor's risk and without authorization under the Agreement."

4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5. This Revival and Fourth Amendment to Purchase Agreement is not 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.

6. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-4**, Scope of Work.

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Contract Control Number: Contractor Name: DOTI-202265108-04 / 201733328-04 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:

REGISTERED AND COUNTERSIGNED:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: Contractor Name:

DOTI-202265108-04 / 201733328-04 Cartegraph Systems LLC

DocuSigned by: Andrew Dingman 25FE54D9B7B440E... By:

Drew Dingman Name:

(please print)

Title: _____

(please print)

ATTEST: [if required]

By: _____

EXHIBIT A-4, Scope of Work

Cartegraph

City and County of Denver Cartegraph Solutions Purchase Agreement

Purchase Agreement: PA-22-05621 Date Prepared: 2/13/2023 Date of Expiration: 4/15/2023

For any questions or assistance, please contact:

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

Cartegraph Systems LLC 3600 Digital Drive 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 the original Purchase Agreement (City Contract No. 201733328), the terms in the original Purchase Agreement shall control. For all terms and conditions not addressed by the original Purchase Agreement, the Cartegraph Solutions Agreement, the Cartegraph Solutions Agreement, the Cartegraph Solutions Agreement, the City and County of Denver shall not indemnify or hold Cartegraph harmless and shall not afford the Cartegraph any additional limitation on liability than what was agreed to in the original Purchase Agreement.

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 this Purchase Agreement and are incorporated by reference:

ADDENDUM A - SOLUTIONS AGREEMENT can be found at www.cartegraph.com/solutions-agreement ADDENDUM B - SERVICES SCOPE OF WORK ADDENDUM C - Not Used ADDENDUM D - Not Used ADDENDUM E - CARTEGRAPH OMS EDITIONS ADDENDUM F - CITY AND COUNTY OF DENVER, PURCHASE AGREEMENT DATED SEPTEMBER 15, 2017

Investment Summary

The following represents the requested Solution Subscriptions and/or Solution Services along with their related durations (Terms).

Term 01 - 9/30/2022 - 9/29/2023 - Professional Services

No.	Product	Code	Quantity	Price	
1	Implementation Services Streets Operations Implementation	CGPFSV	1	USD 67,450.00	
2	Implementation Services Salesforce 311 Integration Services	CGPFSV	1	USD 48,000.00	
3	Expense Reimbursement Estimated Travel Expenses	LCG038	1	USD 8,400.00	
	Term 01 - 9/30/2022 - 9/29/2023 - Professional Services TOTAL:				

Term 01 - 9/30/2022 - 9/29/2023 - Software Services Subscription

No.	Product	Code	Quantity	Price
1	OMS Plus	OMSPLS	1	USD 148,874.71
2	Integration Toolkit (option)	OMSAPI	1	USD 16,537.23
3	Advanced Material Management (option)	OMSAMM	1	USD 6,616.74
4	Asset Builder (option)	OMSABD	1	USD 22,049.63
5	Signal Domain	DOM006	1	USD 37,809.95
6	Transportation Domain	DOM008	1	USD 59,550.68
7	OMS User	OMSUSR	130	USD 31,449.60
8	Cartegraph Engage	CGENG	1	USD 22,050.00
9	Systems Integration Subscription Salesforce 311	SYITSB	1	USD 4,800.00
10	Orange Advantage - Large	CGORNG	1	USD 18,500.00
	Term 01 - 9/30/20	Services TOTAL:	USD 368,238.54	

Total Term 1	USD 492,088.54

Investment Notes:

- Any Customer Purchase Order, Contract, and/or Agreement must reference Cartegraph Purchase Agreement: PA-22-05621.
- Purchasing the Solutions presented herein through any alternative procurement method will require a revised price proposal which may include an associated price adjustment.
- When attached to this Agreement, the Services specified in Addendum B Services Scope of Work provide implementation and configuration support for Cartegraph's proprietary technology products and are not, nor do they result in, work product or works for hire.
- The preprinted terms of a purchase order or any other similar document will not apply to or modify this Purchase Agreement or any other mutually agreed upon auto renewal thereof.
- Prices may include discounts, concessions, or incentives that are only applicable to this transaction and should not be assumed for future purchases.
- Prices do not include any taxes that may apply at the time of invoicing. If applicable, any such taxes are the responsibility of Customer and will appear on the respective invoice.
- Prices do not include any applicable Esri ArcGIS licenses.
- Prices are in U.S. Dollars (\$USD).
- Prices for the Initial Term are valid only if this Purchase Agreement is executed by 4/15/2023

Payment

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 Solution 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 as specified herein and prior to the anniversary of the initial term in the amount(s) that follow:

• Term 1: \$492,088.54

SOLUTION SERVICES INVOICING

Upon acceptance of this Purchase Agreement, invoicing for the Solution Services shall occur as follows:

- 25% upon execution of this Agreement.
- 25% at the completion of the assessment/delivery, or 3 months from execution of this Agreement, whichever is sooner.
- 25% at the completion of the test deployment, or 4 months from execution of this Agreement, whichever is sooner.
- 25% at the completion of production deployment, or 6 months from execution of this Agreement, whichever is sooner.

EXPENSES

In providing the Solution Services included herein, Cartegraph shall be reimbursed for any reasonable out-ofpocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs as incurred and are due separately.

PAYMENT

- All payments are due Net 30 days from date of invoice.
- All payments are to be in U.S. Dollars (\$USD).

Addendum B

Services Scope of Work

The Solutions Services listed in the Investment Summary of the 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 Agreement, and its reverence Addendums. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

Cartegraph OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Setup

- Cartegraph will setup a hosted, sandbox and production OMS environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Cartegraph will provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.

Consulting

• Cartegraph will provide a three-day (3-day) onsite requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Configurations

- Cartegraph will provide configuration services, including:
 - Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
 - $\circ~$ Up to fifty (50) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - Up to twenty (20) automations
 - Up to twenty (20) preventative maintenance plans

Training

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - o Dashboards
 - Standard KPI/ROI Gadgets
 - Logins/Permission
 - o Layers
 - Filters
 - o Maps
 - o Grids
 - System Navigation
 - Views (List & Detail)
 - Standard Reports
 - o Attachments
 - o Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - o OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and Cartegraph recommended best practices
- Cartegraph will provide a three-day (3-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both Cartegraph and your project manager. Topics may include any of the following:
 - Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - Cartegraph recommended best practices for Request and Requester Management
 - Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - Cartegraph recommended best practices for Work Management
 - Asset Management:
 - Asset Details
 - Preventative Maintenance Plans
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 Material Management (St
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - Cartegraph recommended best practices for Resource Management
- Cartegraph Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - Cartegraph recommended best practices for mobile device use
- Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter
 - Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation Manager
- Cartegraph will provide remote train-the-trainer training, up to six (6) hours, on OMS Reporting functionality. Training topics include:
 - Security/Roles
 - Report Designer
 - Report Types, Report Styling, Filtering\Parameters, Basic Formulas, Grouping/Sorting
 - Report Viewer
 - Reporting best practices and solution tips/tricks.
- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on Preventative Maintenance Plans functionality. Training topics include:
 - Preventative Maintenance
 - o Cartegraph recommended best practices for proactive asset management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on Advanced Inspections and Asset Condition Manager functionality. Training topics include:
 - Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates

o Cartegraph recommended best practices for advanced inspections and condition management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on Asset Builder functionality. Training topics include:
 - o OMS Administrator
 - Structure Manager
 - Library Manager
 - Layout Manager
 - User/Role Configurations
 - Cartegraph recommended best practices for expanding the system's use and/or building assets

Go-Live Support

- Cartegraph will provide a three-day (3-day) onsite for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - \circ $\;$ Refresher training for items listed in the scope of work
 - \circ $\,$ Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

• Cartegraph will provide one sandbox and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your sandbox or production OMS environment. Data loads may include data such as:

- Parent level asset records
- Asset location (spatial x/y) attributes
- Parent level resource (Labor, Equipment Material, Vendor) records
- Resource Rate (Labor, Equipment, Material) records
- o Standard system libraries

Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following asset type:
 - Transportation (1)
 - Pavement

Integration Services

- Cartegraph will provide the following bi-directional (two-way) integration service between Salesforce 311 and Cartegraph.
 - The integration includes the following:
 - Integration points:
 - Retrieve Requests from Salesforce 311
 - Import Request data from Salesforce 311 into Cartegraph
 - The integration will sync internal comments only

- The integration will sync linked attachments from Salesforce and not the physical file
- A sync using a unique ID
 - If ID exists; information will be updated
 - If ID does not exist; Cartegraph will create a record or produce an error message
- Cartegraph will update the source 311 request upon completion status.
- Cartegraph will provide error logging capability to easily identify potential integration issues.
- Cartegraph will provide a customer-configurable time interval to manage integration frequency.

Assumptions

- All new structure will be created in OMS by Cartegraph.
- All Request Issue types need to be loaded into the OMS Issues library.
- Configurable interval will be greater than or equal to 1 minute.
- Cartegraph will use the Salesforce 311 API to access all information. Any additional cost associated with using the API, will not be the responsibility of Cartegraph. The Salesforce 311 API must be a documented web API and have the capability to provide the functionality outlined above.
- Cartegraph will have access to a test instance of the Salesforce 311 system, via the API and user interface to verify transactions.
- Yearly integration support will not cover charges that must be implemented due to a Salesforce API change.

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. 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 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 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 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 Agreement

Cartegraph will not exceed the total included in this 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 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
Jser 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
_ayout Manager		Included	Included	Included
mport / 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
ntegration 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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City and County of Denver / 2/8/2023

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