



Village of Lombard

Cartegraph Solutions

Purchase Agreement

PA#: PA-4119
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Date of Expiration: 1/31/2022

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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 Village of Lombard (hereinafter referred to as "Village of Lombard", 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:

Village of Lombard
255 E. Wilson Avenue
Lombard, IL
60148

LICENSEE ADDRESS:

Village of Lombard
255 E. Wilson Avenue
Lombard, IL
60148

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 - Not Used

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 - 1/15/2022 - 1/14/2023 - Services

No.	Product	Code	Quantity	Price
1	Implementation Services New tools Implementation	CGPFSV	1.00	USD 5,100.00
2	Implementation Services SCF Implementation	CGPFSV	1.00	USD 5,300.00
Term 1 - 1/15/2022 - 1/14/2023 - Services TOTAL:				USD 10,400.00

Term 1 - 1/15/2022 - 1/14/2023 - Subscription

No.	Product	Code	Quantity	Price
1	SeeClickFix (Full) 5 users	SCF-Full	1	USD 10,000.00
1	OMS Premium	OMSPRM	1	USD 33,094.66
2	Facilities Domain	DOM001	1	USD 0.00
3	Flood Protection Domain	DOM003	1	USD 0.00
4	Parks & Recreation Domain	DOM004	1	USD 0.00
5	Sanitary Sewer Domain	DOM005	1	USD 0.00
6	Signal Domain	DOM006	1	USD 0.00
7	Stormwater Domain	DOM007	1	USD 0.00
8	Transportation Domain	DOM008	1	USD 0.00
9	Walkability Domain	DOM009	1	USD 0.00
10	Water Distribution Domain	DOM010	1	USD 0.00
11	OMS User	OMSUSR	50	USD 16,000.00
Term 1 - 1/15/2022 - 1/14/2023 - Subscription TOTAL:				USD 59,094.66

Term 2 - 1/15/2023 - 1/14/2024 - Subscription

No.	Product	Code	Quantity	Price
1	SeeClickFix (Full) 5 users	SCF-Full	1	USD 10,300.00
1	OMS Premium	OMSPRM	1	USD 33,581.82
2	Facilities Domain	DOM001	1	USD 0.00
3	Flood Protection Domain	DOM003	1	USD 0.00
4	Parks & Recreation Domain	DOM004	1	USD 0.00

No.	Product	Code	Quantity	Price
5	Sanitary Sewer Domain	DOM005	1	USD 0.00
6	Signal Domain	DOM006	1	USD 0.00
7	Stormwater Domain	DOM007	1	USD 0.00
8	Transportation Domain	DOM008	1	USD 0.00
9	Walkability Domain	DOM009	1	USD 0.00
10	Water Distribution Domain	DOM010	1	USD 0.00
11	OMS User	OMSUSR	50	USD 16,480.00
Term 2 - 1/15/2023 - 1/14/2024 - Subscription TOTAL:				USD 60,361.82

**Term 3 - 1/15/2024 - 1/14/2025 -
Subscription**

No.	Product	Code	Quantity	Price
1	SeeClickFix (Full) 5 users	SCF-Full	1	USD 10,609.00
1	OMS Premium	OMSPRM	1	USD 34,589.28
2	Facilities Domain	DOM001	1	USD 0.00
3	Flood Protection Domain	DOM003	1	USD 0.00
4	Parks & Recreation Domain	DOM004	1	USD 0.00
5	Sanitary Sewer Domain	DOM005	1	USD 0.00
6	Signal Domain	DOM006	1	USD 0.00
7	Stormwater Domain	DOM007	1	USD 0.00
8	Transportation Domain	DOM008	1	USD 0.00
9	Walkability Domain	DOM009	1	USD 0.00
10	Water Distribution Domain	DOM010	1	USD 0.00
11	OMS User	OMSUSR	50	USD 16,974.40
Term 3 - 1/15/2024 - 1/14/2025 - Subscription TOTAL:				USD 62,172.68

Summary By Term - Includes Services & Subscriptions

Total Term 1	USD 69,494.66
Total Term 2	USD 60,361.82
Total Term 3	USD 62,172.68

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.
- Customer Purchase Order or Contract must reference the Cartegraph Purchase Agreement Number identified on the title page of this document for pricing to be valid.
- All pricing is in U.S. Dollars (\$USD).
- Pricing is valid through 1/31/2022.

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: \$59,094.66
- Term 2: \$60,361.82
- Term 3: \$62,172.68

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.

Village of Lombard / 12/6/2021

Acceptance

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PURCHASE AGREEMENT, THE CARTEGRAPH SOLUTIONS AGREEMENT, AND ALL OTHER AGREEMENTS AND ADDENDUMS SPECIFICALLY REFERENCED HEREIN.

Cartegraph Systems LLC:

DocuSigned by:
By: Mitch Bradley
439C3A53C532492 (Signature)
Mitch Bradley
(Type or Print Name)
Title: SVP of Sales & Marketing
Date: 1/11/2022 | 10:49 AM CST

Village of Lombard:

By: Keith Giagnorio
(Signature)
Keith Giagnorio
(Type or Print Name)
Title: Village President
Date: January 6, 2022

Acceptance

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PURCHASE AGREEMENT, THE CARTEGRAPH SOLUTIONS AGREEMENT, AND ALL OTHER AGREEMENTS AND ADDENDUMS SPECIFICALLY REFERENCED HEREIN.

Cartegraph Systems LLC:

By: _____

(Signature)

(Type or Print Name)

Title: _____

Date: _____

Village of Lombard:

By: _____

(Signature)

Keith Giagnorio

(Type or Print Name)

Title: Village President

Date: January 6, 2022

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 OMS - Scope of Work

The Scope of Work includes the following professional services:

Training

- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on Internal Request functionality. Training topics include:
 - Internal Requests
 - Users
 - Views
 - Issue Library settings and management
 - Cartegraph recommended best practices for advanced request management
- Cartegraph will provide remote train-the-trainer training, up to sixteen (16) hours, on Scenario Builder functionality. Training topics include:
 - Scenario Builder
 - Settings:
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Scenarios:
 - Planned Work
 - Map Control
 - Work Order Creation
 - Scenario Types
 - Plan Years and Budgets
 - Protocols
 - Data Exports
 - Cartegraph recommended best practices for scenario builder
- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on Asset Builder functionality. Training topics include:
 - 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

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.