



Customer:	Aurora City of IL
Quote Number:	2023-54371
Quote Date:	10/11/2023
Expiration Date:	11/29/2024

To: peguesm@aurora.il.us
Michael Pegues
CIO
Aurora Police Department
1200 East Indian Trail, 2nd
Floor
Aurora IL 60505-1896
United States
(630) 256-3471
(630) 256-3479

Ship To: Aurora City of IL
Michael Pegues
44 E Downer Place
Second Floor
CIO
AURORA Illinois 60507
United States

Bill To: Aurora City of IL
Michael Pegues
CIO
44 E. Downer Place
PO Box 2067
AURORA Illinois 60505-2067
United States

Please feel free to contact us at any time. We would be more than happy to assist you with any questions or provide you with additional information. Thank you for your interest in Hexagon Safety & Infrastructure. We look forward to working with you in the future.

Thanks for your business and best regards!

Account Manager-Eastern Region
Hexagon Safety and Infrastructure
Tel: (256) 730-8369
Cell:
Email: tj.mcgee@hexagon.com
www.hexagon.com

This Quotation is issued by:

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000



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Quotation

Project Configuration Listing

USD

Part Number	Description	Qty	Ext Net Price
SPRSVC9001	Resident System Administrator Services (11/1/2023 - 10/31/2024)	1	\$204,587.00
Project Total			\$204,587.00

Maintenance Configuration Listing

USD

Part Number	Description	Qty	Type	# of Mths	Ext Net Price
Maintenance Total					\$0.00

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Summary

	USD
Total Price*:	\$204,587.00

*Tax included in this quotation is an estimate only. Final tax billed will reflect the applicable tax rates at time of sale as required by law.

Notes:

This Quote, together with the attached Statement of Work, is an Order made pursuant to that certain Master Agreement dated October 22, 2021 by and between the City of Aurora, IL ("Customer") and Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division ("Hexagon")

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This quote is provided pursuant to separately agreed upon Terms and Conditions which are expressly identified in this Quote; but in absence of such express identification, this Quote is governed by <https://legaldocs.hexagon.com/sig/Sales/US-MT06-2021b.pdf>.

Any commercial Off-the-shelf product information Hexagon has shared with its audience during the proposal / contract activities to date, were to provide an understanding of Hexagon's current expected direction, roadmap or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon does not commit to develop the future features, functions and products discussed in this material beyond that which is specifically committed to be provided by Hexagon as part of the intended contract. The audience of this material should not factor any future features, functions or products into its current buying decision since there is no assurance that such future features, functions or products will be developed. When and if these future features, functions or products are developed, they will generally be available for licensing by Hexagon.

To place an order against this quotation, prior to the expiration date, please either fill in the required information below and have an authorized representative of your company sign this quotation, have your company issue a purchase order with the required information below and reference this quotation number, or have your company remit payment via one of the methods described in the billing and payment instructions that follow, making sure to include a reference to this quotation number. Please submit the signed quotation, your purchase order, or payment to your Account Manager. This agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the products/ services within this quotation. The terms and conditions of this quotation cannot be superseded, altered, modified, or amended by subsequent Purchase Order or writing received from customer without the express written consent of Hexagon.

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Signature & Reference

Aurora City of IL

Signature: _____

Printed Name: _____

Phone: _____

Date: _____

PO reference (if required for invoicing): _____

Tax Exemption ID (if applicable) _____

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Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000

Billing & Payment Information

Please check to indicate payment and billing instructions:

- My PURCHASE ORDER (PO) is attached. (Your order will be processed upon written acceptance by Hexagon. Terms and conditions printed on a customer PO shall not supersede the applicable terms and conditions attached to this quotation.)

PO Number: _____ PO Amount: _____

- I wish to pay by CREDIT CARD. Hexagon will contact you to obtain the credit card number. Please provide the name and telephone number of the credit card holder below. (Your order will be processed upon written acceptance by Hexagon and upon authorization/approval of your credit card.)

Name as it appears on Credit Card: _____

Telephone number of Cardholder: _____

Signature of Cardholder: _____

- INVOICE ME based on my returning this signed acceptance sheet. No PO will be Issued. (Your order will be processed upon written acceptance by Hexagon and upon credit approval.)

- My CHECK payable to **Intergraph Corporation** has been sent to the following address

Intergraph Corporation
7104 Solution Center
Chicago, IL 60677-7001

(Your order will be processed upon written acceptance by Hexagon and after your check clears - approximately 5 days after receipt by our lockbox.)

Check Number: _____ Check Amount _____

- My DOMESTIC WIRE PAYMENT has been wired to :

ABA Number: 021000018
Bank Name: Bank of New York Mellon, New York
Favor of: Bank: SEB(Skandinaviska Enskilda Banken)
Account Number: 890 043 9688
For further credit to Beneficiary: Intergraph Corporation, Account #00007583

- My ACH PAYMENT has been sent to:

Account Number: 1030429611
Company Name: Intergraph Corporation SGI
Routing Number: 043000096
Beneficiary Bank Name: PNC Bank N.A.
Address: Pittsburgh, PA 15222
Phone# 1-877-824-5001, Opt 1 and Opt 3
Contact: Lockbox Group, Product Client Services

(Your order will be processed upon written acceptance by Hexagon.)



HEXAGON
SAFETY & INFRASTRUCTURE

City of Aurora, IL

Statement of Work

Twelve (12) Month CAD Resident Systems Administrator (RSA)

PRESENTED TO:

Mike Pegues

City of Aurora, IL

PRESENTED BY:

TJ McGee

Regional Account Manager
Hexagon Safety & Infrastructure
305 Intergraph Way
Madison, AL 35758 USA
Phone: (256) 730-8369
Email: tj.mcgee@hexagon.com

September 1, 2023



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INTRODUCTION

This statement of work (“SOW” or “Statement of Work”) together with the Quote, is an Order made pursuant to and governed by the Master Agreement dated October 22, 2021 (as defined in the section below entitled “Terms and Conditions”), entered into by and between the City of Aurora, IL (“Customer”) and Intergraph Corporation doing business through its Hexagon Safety & Infrastructure division (“Hexagon”) (collectively, the “Agreement”).

This SOW defines the activities associated with providing the Customer with services of an on-site Computer Aided Dispatch (“CAD”) Resident System Administrator (“RSA”) for a period of twelve (12) continuous months.

This SOW covers a CAD RSA agreement for the following period of performance:

- PoP – Start date is 11/1/2023 with a Period of Performance for twelve (12) continuous months.

GENERAL ASSUMPTIONS

This SOW is based upon the following assumptions:

- The scope of services to be provided by the CAD RSA is identified in Attachment A-1: CAD RSA Scope of Services.
- All Hexagon services will be performed using on-site services as specified in Attachment A-1: CAD RSA Scope of Services.
- References to hardware and software within this SOW or Attachment A-1: CAD RSA Scope of Services relates to hardware or software purchased through Hexagon.
- On-call services are specified in Attachment A-1: CAD RSA Scope of Services.
- Termination of RSA services by the Customer prior to the end of the Period of Performance shall entitle Hexagon to relocation charges for the on-site RSA personnel and family not to exceed \$10,000.
- Customer must be under and remain subject to a valid Hexagon Maintenance Agreement for services to be scheduled and performed.
- The Customer shall provide appropriate work space and access to the RSA to perform the duties set forth in Attachment A-1: CAD RSA Scope of Services.
- The Customer shall provide a single (1) personal parking space at the work site for the RSA at the Customer’s expense.
- Upon Customer’s request, the RSA shall undergo a criminal background check consisting of an NCIC query and fingerprinting. The Customer shall be responsible for all costs associated with said criminal background check.



PROJECT DELIVERABLES

The deliverables for this SOW will be as follows:

- CAD Resident Systems Administrator support services

Note: Services to be provided will be as specified in Attachment A-1: CAD RSA Scope of Services.

CUSTOMER RESPONSIBILITIES

Please see Attachment A-1: CAD RSA Scope of Services for City of Aurora Responsibilities as they pertain to the CAD Resident System Administrator.

ACCEPTANCE CRITERIA

All services shall be accepted as rendered.

SCHEDULE

Scheduling of Hexagon's services will occur: (1) upon receipt of this executed document, (2) receipt of Customer's purchase order (if applicable), and (3) if Customer has no past due payments to Hexagon. Hexagon and the Customer will determine a mutually agreeable schedule for completion of the deliverables as described in this SOW.

CONTRACT PRICE

Pricing for the SOW shall be in accordance with Hexagon's Quote to which this SOW is attached.

TERMS OF PAYMENT

Payment for this SOW will be due according to the following payment schedule:

Payment Milestone	Payment Percentage
Upon Execution of the SOW	50%
Before start of second six (6) month POP	50%

First payment of 50% will be invoiced upon signing/execution of the SOW. Second payment will be invoiced 60 days prior to contract halfway point and payment received prior to start of second six (6) month POP.

Payment terms are set forth in the Master Terms.

PLACE OF PERFORMANCE

The services under this SOW will be conducted as noted in Attachment A-1; CAD RSA Scope of Services. The Customer also agrees to provide Hexagon personnel access to any required appropriately installed functional system via VPN remote connection.

TERMS & CONDITIONS

This Quote is an Order made pursuant to that certain Master Agreement dated October 22, 2021 by and between the City of Aurora, IL ("Customer") and Intergraph Corporation, doing business through its Hexagon Safety & Infrastructure division ("Hexagon").



APPROVAL SIGNATURES

Signature by all parties listed below constitutes acceptance of and notice to proceed with this SOW, in accordance with this SOW.

This SOW may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

This document is approved by:

AUTHORIZED SIGNATURE		
Name:	Tiffany Taylor, Americas Finance Director Hexagon Safety & Infrastructure	
Signature:		Date:

AUTHORIZED CUSTOMER SIGNATURE		
Name:		
Signature:		Date:

ATTACHMENT A-1: CAD RSA SCOPE OF SERVICES

CAD SYSTEM ADMINISTRATOR

Working Hours

RSA Services will generally be provided to the Customer, much as a regular employee, during the normal day shift hours of operation, Monday through Friday, excluding Hexagon-observed holidays and mutually agreed upon vacation periods, for a total of forty (40) hours per week.

Occasionally work may need to be conducted at weekends (e.g. rebuilding servers) but that every attempt would be made to schedule this in advance. Any time worked over weekends would result in fewer hours worked later that week and under no circumstances should the RSA's weekly schedule exceed forty (40) hours, including any callout hours.

Vacation periods or other extended off-site times shall not exceed the number of weeks' vacation commensurate with the RSA's years of service at Hexagon. In the event the RSA is out more than a total of two (2) continuous weeks, Hexagon will provide an on-site replacement for the period beyond the two (2) weeks. During the initial 2-week period, the Customer's administration staff will be required to fill in, using telephone software support from Hexagon's Customer Care Center to support the system.

In addition, the RSA should be allowed an additional two (2) weeks off for training in Huntsville; the training period shall be taken during non-critical operational periods mutually agreed upon with the Customer CAD Administrative staff and does not have to be a consecutive two-week period.

Normal sick leave should be anticipated. Should sickness, accidents or other unforeseen situations arise on-site staff shall back fill for the initial two-week period of disability. For any disability that exceeds a two (2) week period, Hexagon and the Customer will mutually agree on other arrangements to support the site.

The Customer's training, administration and supervisory staff are generally expected to be the first level support for non-critical user questions and operational or workflow guidance. While the CAD RSA is a systems person and not an up-front trainer for operational issues or workflows, he/she on occasion may be requested to assist Customer staff as needed with clarification for training materials.

Customer shall contact the Customer Care Center during a period when the RSA is not available or during after-hours for critical support issues. A critical issue is defined as loss of major functionality in use on the system for which there is no known work-around.

Regular System Administrator Duties

A list of current standard system maintenance processes, as documented during the implementation phase, identifying what would normally be part of the Resident duties, will be supplied to the RSA before starting on-site.

Tracking and Working System Issues

The RSA will be the single technical point of contact for logging and resolving system issues. The RSA will log all the items that they are notified of or work on into the Hexagon Salesforce Support Portal (with the exception of general questions and change requests) to ensure that these are tracked and have visibility. During out-of-office hours and when the RSA is not on-site, a designated Customer representative(s) will contact the Hexagon Customer Care Center (Help Desk) for critical system issues. In extreme circumstances of global system issues, and when the RSA is available in the area, he/she may be called out by the Help Desk to assist on-site.

On-Call Services

On-Call Services are provided that the Customer may call the RSA after hours for Level One Defects only. The Customer acknowledges the RSA may be unavailable outside of normal business hours (i.e., weekends and after hours), due to, among other reasons, sickness, travel, military service, and personal scheduled events. To the extent it is practical, the RSA will advise the Customer of such unavailability in advance so the Customer may contact the HelpDesk directly during such unavailability and subject to the Maintenance Contract. Any work performed outside of ordinary business hours will be credited against the typical forty-hour work week such that the RSA will not be expected to work in excess of forty hours per calendar week.

VPN Access to Hexagon

This will be required for access to the Salesforce Support portal and other internal Hexagon sites such as Travel and Technical Documentation. Arrangements will be made to enable the Hexagon RSA to have VPN access from their Hexagon laptop. This VPN will not be accessible from any of the Customer's servers or workstations.

Administrator access to Hexagon servers and workstations

This will be required as part of the RSA's system and database administration and trouble-shooting responsibilities. Hexagon notes that VPN access into the Customer's system is strictly controlled and adherence to security procedures will be required.

Other Access

A standard finger-print and Background Check will be required prior to the Customer issuing any Access/ID card. This will be required to be worn at all times and will grant access to other areas of the building. Although an escort may be required for physical access to the servers, the need for this is expected to be rare since remote access is available. Customer is responsible for the cost of finger-print and background checks.

Report Writing

The RSA may be requested by the Customer to create, or to assist the Customer's staff in creating, custom reports for the CAD system. Any report writing done will take place on the Customer site as part of the standard 40-hour week. It should be noted that any extensive report writing could in fact take time and attention away from the Resident's defined duties of administering and maintaining the system.



Site Specific Responsibilities and Scope

The Hexagon CAD RSA will work with the Customer's systems administration staff to manage and work with the Hexagon systems as directed by the Customer. During days off the Customer's systems administration staff will use telephone support from Hexagon Customer Care Center to support the Hexagon systems covered under this Attachment for routine issues and non-service affecting outages.

The CAD RSA provides a single point of contact for all configuration and general support issues for all Hexagon-furnished CAD system software installed. The CAD RSA's primary focus shall be the CAD applications and interfaces. As such the CAD RSA will perform the following duties:

System Administration

- a. Provide setup, configuration, database backups, database performance and general Hexagon System administration duties.
- b. Perform Hexagon CAD-MPS server setup and configuration.
- c. Perform routine, daily operational tasks applicable to Hexagon System operations, such as purging system log files, checking database size, and checking status of applicable CAD interfaces and remote connections.
- d. Manage the CAD-MPS system security and access to the Hexagon System per Customer instructions and security plan.
- e. Develop and maintain Hexagon System Support procedures as needed.
- f. Perform the first level of diagnostics for failures, identifying hardware or software problems.
- g. Perform routine, daily operational tasks applicable to Hexagon System operations, such as purging system log files, checking database size, archiving data, status of interfaces and remote connections.
- h. Perform the scheduling and administration of the CAD-MPS server backups and recovery of data and configuration files per the Customer's guidelines.
- i. Change, customize and manage user configurable forms for the CAD-MPS software (where possible).
- j. Monitor Hexagon System loading and provide guidance on efficient use of equipment and software.
- k. Monitor and adjust CAD database system parameters and Hexagon system operations for peak performance.
- l. Assist Customer training staff in development of workflows, operating procedures to improve dispatcher efficiency or deploy new functionality.
- m. Install and administer operating system software on CAD-MPS servers as it relates to the use of the Hexagon CAD-MPS system, or utilities and service packs as purchased from Hexagon to maintain the system.
- n. Administer CAD user accounts and passwords as directed by the Customer's system administrator.
- o. Aid in installation of Hexagon CAD application software upgrades (software supplied under separate Software Maintenance Agreements). Since CAD interface software upgrades can be a major work effort on an active system, additional resources will



be needed to handle the workload. Hexagon can provide quotes for these services as needed.

- p. Train the Customer's technical staff for backup Hexagon System Administration duties via hands on, daily work apprenticeships.
- q. Document any system anomalies for inclusion into periodic site reports as requested.
- r. Conduct Operating System patch and Service Pack testing and deployment for CAD servers as well as provide support of Customer IT team efforts to certify patches and updates
- s. Participate in CAD application update testing and deployment.
- t. System reliability monitoring.
- u. Complex issue troubleshooting and resolution.
- v. Support for Disaster Recovery testing.

Liaison with Hexagon Huntsville

- a. Manage Hexagon System problems with immediate communications to Hexagon headquarters and access to internal developers, systems engineers and hardware professionals.
- b. Provide the interface to the Hexagon product development process to promote future software features to enhance site operations.
- c. Provide the interface with Hexagon second-level engineers and software Implementation Engineers to expedite on-site support and answer complex system questions or configuration issues.

CAD RSA services are limited to support for specific products furnished by Hexagon, functioning on the appropriate Hexagon supported operating system and hardware

The CAD RSA may perform other duties related to the administration and maintenance of the Hexagon system as requested by Customer, and agreed upon by Hexagon, within the limits of time and responsibilities for one employee.

EXCLUDED SERVICES

Hexagon RSA personnel are NOT responsible for:

- Management or maintenance of the customer's network, including Active Directory, although the Resident may assist qualified staff with any software or hardware problem as time permits
- Furnishing operating supplies or accessories; painting or refinishing the hardware or furnishing materials for this purpose, electrical work external to the Hexagon-furnished machines; or maintenance of other devices or software not furnished by Hexagon
- Software development
- General data entry, although assistance with bulk-loading of data using Hexagon tools may be supplied
- Custom Report design and/or creation
- Map data editing, or the map maintenance process - other than assisting with moving data and files into the Test and Live system
- On-Call services, unless identified in Attachment A-1

CUSTOMER RESPONSIBILITY

During the term of performance under this Attachment, Customer shall commit to the following:

- Provide a clean, business type atmosphere for the RSA personnel to work with appropriate work accommodations and office equipment and furniture
- Free access to telephone equipment and long distance when used strictly for purposes of calling for additional support or information in resolution of a Customer problem or condition
- High speed internet access from a local fixed machine on the LAN to be used to access Hexagon's VPN and Seibel Customer Care Center for support coordination purposes
- Use of an administration type desktop workstation on the system being supported for administrative type duties, licensed with the appropriate software.
- For any remote support required and approved by the Customer, Hexagon will be granted the necessary privileges to access and conduct work on the appropriate systems.