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C-7811-1
12/10/2013

AMENDMENT NO. 1
CAD/MPS/RMS/AFR SYSTEM AGREEMENT (Contract No. C-7811)
City of Glendale Solicitation No. 10-06

This Amendment No. 1 ("Amendment") to the CAD/MPS/RMS/AFR System Agreement between Intergraph Corporation and City of Glendale, Contract No. C-7811 ("Agreement") is made this ~~10th~~ day of ~~November~~ ^{December}, 2013 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("Glendale") and Intergraph Corporation, a Delaware corporation which is authorized to do business in Arizona ("Intergraph").

RECITALS

- A. Glendale and Intergraph previously entered into the Agreement, dated October 25th, 2011 and
- B. Glendale and Intergraph wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Glendale and Intergraph hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Section 3, Scope of Agreement and Term.** Paragraph 3.5 of the Agreement is deleted in its entirety and replaced with the following:

3.5. MAINTENANCE SERVICE. At the conclusion of the Extended Warranty Period, Glendale has the option of purchasing maintenance support in accordance with the pricing set forth in Exhibit A and the U.S. Maintenance Terms and Conditions for Software in Exhibit D, unless otherwise modified by this Agreement. Thereafter, annually at least 90 days prior to the expiration of the Extended Warranty Period or any successive maintenance periods thereafter, Intergraph will provide to Glendale a yearly quotation for services. If Glendale wishes to purchase optional maintenance and support services for the Equipment or Intergraph Software, Glendale will sign the yearly Quote (as defined in Exhibit D) and provide a purchase order to Intergraph prior to the expiration of the Extended Warranty Period or any successive maintenance periods thereafter."

3. **Section 5, Agreement Price, Payment and Invoicing.** Paragraph 5.1 of the Agreement is deleted in its entirety and is replaced by the following:

5.1. **AGREEMENT PRICE.** "The Agreement Price in U.S. dollars for all equipment, software and services pursuant to this Agreement, including those furnished by subcontractors, shall not exceed Four Million Six Hundred and Fifty Thousand dollars (\$4,650,000.00), excluding taxes and change orders for non-option items. Pricing is specifically detailed in Exhibit A - Pricing and Detail Summary (as amended pursuant all subsequent change orders and this Amendment). The not to exceed price includes optional items which may be added at a later date by the Parties using a Change Order."

2. **Exhibit A – Pricing and Detail Summary for Glendale, Arizona.** The item descriptions set forth in Lines 1888 ("First Year Maintenance after Extended Warranty") and 1890 ("Second Year Maintenance after Extended Warranty") and values are moved from included in the project contract value to optional items which Glendale may purchase in the future. Current project contract value as of execution of the Amendment is \$4,078,165.00 through Change Order number 8.
5. **Ratification of Agreement.** Glendale and Intergraph hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.
6. **Contingency.** This Amendment is contingent upon the ratification of Change Orders numbered 7 and 8 by Glendale.

CITY OF GLENDALE, an Arizona
municipal corporation



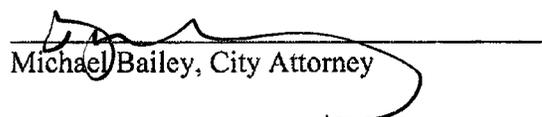
Brenda S. Fischer, City Manager

ATTEST:



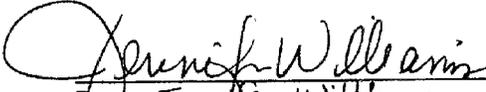
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael Bailey, City Attorney

Intergraph Corporation, a Delaware
corporation


By: Jennifer Williams
Its: Director