

July 2, 2015

Lexington-Fayette Urban County, KY Division of Water Quality 301 Lisle Industrial Ave Lexington Kentucky United States 40511

RE: Quote Number: Q-04268-2 Lexington - UC

Attached please find a quote for the products and services you requested.

Please refer to the Notes section for detailed information regarding this quote. It includes information on submitting a purchase order, payment terms, costs for on-site assistance, hardware, or other equipment, and requirements for developing a final Statement of Work.

If you have any questions regarding this estimate, please feel free to contact me at (571) 218-6307 or via e-mail at bkernus@accela.com.

Regards,

Brad Kernus Business Development Executive Accela, Inc.



Quote Number: Q-04268-2 Date: June 30, 2015 Quote Type: Quote, Valid Until: August 31, 2015, Lexington-Fayette Urban County, KY

Professional Services

PART#	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	DISCOUNT	NET PRICE
SV000CONGENTM0	Professional Svcs Conventional Segment - Time and Material	95	USD 185.0000	USD 17,575.00	0.000	USD 17,575.00
	Subtotal					USD 17,575.00

Attachment Mgmt

PART#	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	DISCOUNT	NET PRICE
SS70AATMT04Cl01	ROW Mgt-Attachment Mgmt-Cities/Towns T04 P200-350K Init	1	USD 14,000.0000	USD 14,000.00	15.000	USD 11,900.00
	Subtotal					USD 11,900.00

Permit WF/Notice in Intent

PART#	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	DISCOUNT	NET PRICE
SS70APWNT04CI01	ROW Mgt-Permt WF/Ntc of intnt-Cit/Twn T04 P200-350K Init	1	USD 30,000.0000	USD 30,000.00	15.000	USD 25,500.00
	Subtotal					USD 25,500.00

Premium Support

PART#	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	DISCOUNT	NET PRICE
SV700PLTSUP0001	Right of Way Management Platinum Supp Services	1	USD 9,350.0000	USD 9,350.00	0.000	USD 9,350.00
	Subtotal					USD 9,350.00

TOTAL:	USD 64,325.00
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Services Summary

Product	Quantity	Net Price
Right of Way Management Platinum Supp Services	1	USD 9,350.00
Professional Svcs Conventional Segment - Time and Material	95	USD 17,575.00
Subtotal		USD 26,925.00
	TOTAL:	USD 26,925.00

Page 3 of 6



NOTES: Services Only Fixed Cost

This quote is valid until August 31, 2015. After this date, all prices are subject to change. This quote supersedes any previous written or verbal estimate for Install or Professional services. In order to procure the above-mentioned services, please sign below submit a purchase order with the following information:

- 1. Signature of authorized personnel (if there is a signature line on the purchase order)
- 2. Estimate Number
- 3. Date

In order to expedite the process, please submit authorization via e-mail to contractsadmin@accela.com and also fax to the Attn. of Contracts Administration at (925) 407-2722. Please note that if faxing a purchase order, submit the front page of the original purchase order in the mail to Attn: Contracts Administration, Accela, Inc. 2633 Camino Ramon, Suite 500, Bishop Ranch 3, San Ramon, CA 94583.

Professional Services fees are billable based upon mutually agreed terms and condition of the Statement of Work (SOW). Travel time and expenses will be billed as incurred. Travel time will be billed at the rate stated in the SOW. Billing terms for professional services, travel time and expenses are Net 30, unless otherwise agreed upon in the SOW. Payment obligations hereunder are non-cancelable and any sums when paid shall be non-refundable.

Agency will be responsible for payment or reimbursement to Accela, Inc. of any and all federal, state, provincial and local taxes and duties that are applicable, except those based on Accela's net income. If Agency is exempt from certain taxes, Agency will provide Accela with an appropriate certificate of exemption.

These costs do not include hardware or equipment. Please contact your selected hardware vendor for additional hardware or software costs.

The pricing set forth herein reflects information generally known to Accela, supplied to Accela by client, and based on Accela's interpretation of the work to be performed. Further information gathered through detailed investigation and configuration analysis by Accela is required before a final Statement of Work and pricing can be mutually agreed upon.

Alternate Terms Disclaimed: The parties expressly disclaim any alternate terms and conditions accompanying drafts and/ or purchase orders issued by Customer.

Notes:

This quote is valid until 8/31/2015. After this date, all prices are subject to change. This quote supersedes any previous written or verbal estimate for Install or Professional services. In order to procure the above-mentioned services, please sign below OR submit a purchase order with the following information:

- 1. Signature of authorized personnel (if there is a signature line on the purchase order)
- 2. Estimate Number
- 3. Date



In order to expedite the process, please submit authorization via e-mail to contractsadmin@accela.com and also fax to the Attn. of Contracts Administration at (925) 407-2722. Please note that if faxing a purchase order, submit the front page of the original purchase order in the mail to Attn: Contracts Administration, Accela, Inc. 2633 Camino Ramon, Suite 500, Bishop Ranch 3, San Ramon, CA 94583.

If this quote is executed after the order start date, Accela may adjust these dates to the execution date and the appropriate length of term without changing the price.

Note: Accela may reject this quote if:

- 1. The signatory below does not have the authority to bind the Customer to this Quote and the Master Subscription Agreement;
- 2. Changes have been made to the Accela Quote by the Customer other than completion of the PO information; or
- 3. The requested information is incomplete. Subscriptions are non-cancelable before their Order End Date.

NOTES: Services Time & Materials

This quote is valid until August 31, 2015. After this date, all prices are subject to change. This quote supersedes any previous written or verbal estimate for products and installation services. In order to procure the above-mentioned services, please submit a purchase order with the following information:

- 1. Signature of authorized personnel (if there is a signature line on the purchase order)
- 2. Estimate Number
- 3. Date

In order to expedite the process, please submit authorization via e-mail to contractsadmin@accela.com and also fax to the Attn. of Contracts Administration at (925) 407-2722. Please note that if faxing a purchase order, submit the front page of the original purchase order in the mail to Attn: Contracts Administration, Accela, Inc. 2633 Camino Ramon, Suite 500, Bishop Ranch 3, San Ramon, CA 94583.

Payment Terms: Professional Services are proposed on a Time and Materials basis. Accela's good faith estimate of the number of hours of effort needed to complete the work is provided for your budgeting convenience and is not a guarantee. You are responsible to pay all actual project hours worked, which will be billed on a Time and Materials basis, regardless whether more or fewer hours are needed to complete the Services. In addition to such amounts, Travel time and expenses will be billed as incurred. Billing terms for professional services, travel time and expenses are Net 30, unless otherwise agreed upon in a SOW. Payment obligations hereunder are non-cancelable and any sums when paid shall be non-refundable.

Agency will be responsible for payment or reimbursement to Accela, Inc. of any and all federal, state, provincial and local taxes and duties that are applicable, except those based on Accela's net income. If Agency is exempt from certain taxes, Agency will provide Accela with an appropriate certificate of exemption.

If the Agency requires additional on-site assistance, a separate estimate will be provided.

These costs do not include hardware or equipment. Please contact your selected hardware vendor for additional hardware or software costs.

The pricing set forth herein reflects information generally known to Accela, supplied to Accela by client, and based on Accela's interpretation of the work to be performed. Further information gathered through detailed investigation and configuration analysis by Accela is required before a final Statement of Work and pricing can be mutually agreed upon.



Prior to Contract execution, Accela may request a mutually agreed upon evaluation of the Client's business practices and operations in preparation of the final Statement of Work.

Alternate Terms Disclaimed: The parties expressly disclaim any alternate terms and conditions accompanying drafts and/ or purchase orders issued by Customer.