

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (“MOU”) is made as of the ___day of March, 2016, by and between:

- Colorado Springs Utilities, an enterprise of the City of Colorado Springs, with its principal place of business at 121 S. Tejon Street, Colorado Springs, Colorado 80903 (“Utilities”)
- the City of Colorado Springs, a Colorado home rule city and municipal corporation, with its principal place of business at 30 S. Nevada Avenue, Colorado Springs, Colorado, 80903
- El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado, with its principal place of business at 200 S. Cascade Avenue, Colorado Springs, Colorado, 80903
- the El Paso – Teller County E911 Authority, with its principal place of business at 2350 Airport Road, Colorado Springs, Colorado, 80910
- the City of Fountain, a Colorado home rule city and municipal corporation, with its principal place of business at 116 S. Main Street, Fountain, Colorado, 80817
- Pikes Peak Regional Building Department, with its principal place of business at 2880 International Circle, Colorado Springs, Colorado, 80910

(individually referred to as “Party” or collectively as the “Parties”).

WITNESSETH:

WHEREAS, the City of Colorado Springs, Utilities, El Paso County, Teller County, and El Paso – Teller E911 entered into an agreement called the Pikes Peak Geospatial Alliance Intergovernmental Agreement dated June 24, 2004 (“PPGA IGA”), attached hereto as Exhibit 1, to establish the Pikes Peak Geospatial Alliance (“PPGA”);

WHEREAS, the Parties desire to be Participants, as defined in the PPGA IGA, to execute a common Memorandum of Understanding to acquire digital orthorectified imagery for an area encompassing El Paso County and a portion of Teller County (“OP 2016”);

WHEREAS, although a Member of the PPGA, Teller County has chosen not to participate in this MOU and is considered a Non-Participating Member for the purpose of data related to the OP 2016 project;

WHEREAS, although not Members of the PPGA, the City of Fountain and Pikes Peak Regional Building Department have chosen to participate in this MOU and are considered Non-Member Agencies for the purpose of data related to the OP 2016, as defined in the PPGA IGA, Article 5.02-Subsection (b);

WHEREAS, the acquisition cost to individual Parties can be substantially reduced by jointly acquiring this data;

WHEREAS, the cost to each Party was determined by the PPGA IGA steering committee and the formula takes into account factors such as the size of area of interest, overlapping areas of interest, and desired resolution and accuracy;

WHEREAS, each Party has identified funds for the joint acquisition of the digital orthorectified imagery;

WHEREAS, with respect to the OP 2016, the Parties wish to establish the funding and contracting procedure, the specification of requirements and deliverables, and the guidelines for ownership and distribution of data;

WHEREAS, as applicable, the articles and stipulations of the PPGA IGA shall be adhered to by all Parties;

WHEREAS, Utilities entered into a contract for orthorectified imagery with The Sanborn Map Company, Inc., (“Contractor”) which was selected through a competitive RFP process in January 2016; a copy of the Contract with Contractor and all Exhibits and Appendices thereto is attached and incorporated herein as Exhibit 2;

WHEREAS, each of the Parties shall receive an original copy of the OP 2016 Base Product deliverables indicated in Appendix A to the Contract;

WHEREAS, each of the Parties that co-funds or solely funds any Secondary product deliverables indicated in Appendix A to the Contract shall receive an original of such OP 2016 Secondary product deliverable.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties hereby agree as follows:

ARTICLE 1: COVENANTS OF THE PARTIES

The Parties represent, covenant, and warrant as follows:

- 1.1 Each Party is duly authorized to execute and deliver this MOU and further represents, covenants and warrants that all requirements have been met and procedures have been completed in order to ensure the enforceability of this MOU, and each Party has complied with its public procurement requirements, if any, which are necessary to make this MOU enforceable.
- 1.2 Each Party agrees to abide by the articles and stipulations of the PPGA IGA.
- 1.3 Subject to the provisions of this MOU and the PPGA IGA, each Party agrees to recognize and honor in perpetuity the licensing agreements, copyrights, and other proprietary claims for software, databases, collateral information, and products established or produced by any other Party and the vendors furnishing said items to such Party.

ARTICLE 2: PURPOSE

The purpose of this MOU is to provide joint funding for a contract with Contractor. Contractor is to provide Professional Services for OP 2016. The anticipated payment to Contractor for the Base Product deliverables shall not exceed \$140,000.00. The anticipated payment to Contractor for Secondary Products shall not exceed \$35,000. This MOU specifies the project requirements and deliverables and articulates the guidelines for ownership and distribution of those deliverables.

The Parties acknowledge and agree that, notwithstanding any of the provisions in this MOU, the PPGA IGA, or any related documents to the contrary, delivery of specific end product(s) is required under this MOU and the SOW defined in Section 3.2 below, so this MOU does not constitute a public contract requiring the furnishing of labor, time or effort by a contractor or a subcontractor not involving the delivery of a specific end product other than reports that are merely incidental to the required performance. Therefore no explicit certification from the Contractor related to hiring practices is required to comply with C.R.S. §8-17.5-102(1).

ARTICLE 3: ORTHORECTIFIED IMAGERY FUNDING AND PARTICIPATION

3.1 The Parties agree that Utilities has been selected by the PPGA IGA steering committee as lead agency and as such has contracted on behalf of the Parties with Contractor. Such contract shall be referred to herein as “Contract”. The Parties further agree that this orthorectified imagery benefits them all, and that each Party’s funding share and in-kind contributions will be provided by each Party to Utilities in the amounts or percentages set forth in Exhibit 3. OP 2016 project costs in excess of the limit provided in Article 2 shall be paid by the Parties hereto in proportion to their financial contributions in Exhibit 3, subject to additional appropriations and approval by each Party in advance. Utilities shall use all of these funds to finance the orthorectified imagery in accordance with the terms of the OP 2016. In the event any funds are reimbursed under terms of the Contract, those funds will be distributed to the Parties in proportion to the funding provided by each Party.

3.2 Utilities agrees to perform the following duties under this MOU:

- A. Issue the "Statement of Work with Appendices" (“SOW”) approved by the PPGA IGA steering committee to Contractor for the digital orthorectified imagery contractual services in 2016, attached hereto as Exhibit A to the Contract and incorporated herein. Such digital orthorectified imagery contractual services are referred to herein as OP 2016.
- B. Ensure that Contractor delivers the specific products listed in the Deliverable Products and Acceptance section of the SOW by the approximate dates indicated.
- C. Fully perform its obligations in accordance with standard business practices and such other professional standards as may be appropriate.

- D. During the term of the Contract, or until the conclusion of any matters on which Contractor works hereunder, whichever shall occur last, Utilities shall take no position contrary to those advocated by the Parties in the contracted matters, nor represent any client whose interests are in conflict with the positions advanced by the Parties in the contracted matters.
 - E. Maintain a complete file of all records, documents, communications, and other written materials which pertain to the performance of the Contract, including the delivery of services, and shall maintain such records for a period of three years after the date of completion of OP 2016. Each Party shall have the right to audit records at reasonable times and upon reasonable notice.
- 3.3 The Parties to this MOU shall pay Utilities an amount not to exceed that set forth in Article 2 according to the percentages listed on Exhibit 3, attached hereto, upon receipt of invoices from Utilities. Utilities will issue one invoice to each Party that will be issued at a mutually agreed upon time following the start of the OP 2016 project. The final amounts shall be determined when the Contract is finalized and shall be based on the same funding proportions as those currently listed in Exhibit 3.
- 3.4 The Parties agree that all digital products, as listed in Exhibits 2 and 3, that are delivered by the Contractor shall be subject to the terms of the PPGA IGA and the rights and restrictions defined in Articles 5 and 6 of this MOU.
- 3.5 Subject to the terms of the PPGA IGA, for the purpose of OP 2016, each of the fifteen (15) primary orthorectified imagery deliverables (collectively the “Base Product deliverables” – Sub Areas 1-3 and “Secondary Product deliverables” – Sub Area 4) will be made available to the Parties for internal use only after written “preliminary acceptance” of each deliverable. The Parties recognize that until final written acceptance and payment for each imagery deliverable of OP 2016 has been made, the accuracy and quality of the OP 2016 deliverables may be subject to correction, and any Party that uses or relies on any such deliverables prior to each acceptance assumes the risk of use of such OP 2016 deliverables. External data distribution may occur only after acceptance and payment for each respective final OP 2016 deliverable. The allocation of risk provisions in this Section also apply to any Secondary deliverables. Procedures for Quality Assurance are included in the SOW.
- 3.6 Final Report. Utilities shall prepare and submit to the Parties a final accounting of all expenses of the OP 2016 at the termination of the project.

ARTICLE 4: TERMINATION

- 4.1 A Party may terminate its participation in this MOU by providing 30 days’ written notice to the other Parties by certified mail, return receipt requested. If notice is so given, the Party’s participation in this MOU shall terminate on the expiration of the thirty days, and

the liability of the Party hereunder for the further performance of the terms of this MOU shall thereupon cease, provided the Party shall not be relieved of the duty to perform their obligations under Article 6, Restrictions on Use of the Data, and provided further, that if this MOU is terminated after a Contract has been negotiated by Utilities, all monies obligated by the terminating Party but not yet paid over to Utilities for the performance of the Contract shall be due to Utilities and shall be paid to Utilities within thirty (30) days of the date of termination.

- 4.2 If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the Contractor's obligations under the awarded Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the awarded Contract, any Party to this MOU shall thereupon have the right to terminate that Party's participation in this MOU for cause by giving written notice to the other Parties, and subject to payment of the terminating Party's funding obligations per the above paragraph. In the event of Contract termination, remaining project funds will be reimbursed to the Parties in proportion to the funding provided.
- 4.3 In the event of nonperformance by Contractor, Utilities may pursue any available remedy at law or in equity against Contractor on behalf of the Parties or individually as provided for under the Contract either on its own or as directed by the PPGA steering committee.

ARTICLE 5: DATA OWNERSHIP

- 5.1 The OP 2016 Base Product deliverables will be jointly owned by the Parties. Ownership of Secondary products is defined by those participants that co-fund each Secondary product as specified in Exhibit 3. PPGA project participants shall only receive products they fund. Each Party's decision regarding whether to participate in and fund each Secondary product shall be confirmed in writing. In the event that a Party chooses not to fund a Secondary product (referenced within Exhibit 3), the proportionate payment requirements for that non-participating Party shall be zero for such Secondary product, and the proportionate payment requirements for the remaining participating Parties shall be adjusted accordingly.
- 5.2 Any products delivered in hard-copy format, such as camera calibration reports and other supporting documents, shall be owned by the Parties as specified in Exhibits 1 and 3.
- 5.3 All additional, optional products that are included as deliverables and are not otherwise addressed herein shall be discussed with the PPGA steering committee. After each Party, including Non-Member Participants, has had a reasonable opportunity to provide input to the PPGA steering committee, cost sharing, usage, and ownership of additional products shall be determined by the PPGA steering committee and in accord with the PPGA IGA.

ARTICLE 6: RESTRICTIONS ON USE OF THE DATA

- 6.1 Each Party shall be bound by the data distribution guidelines specified in Article VI of the PPGA IGA.

- 6.2 Each Party shall have the right to use the digital data to prepare presentations such as maps, exhibits, memoranda, reports, etc., on paper, mylar, or other printed media. These hard-copy materials may be distributed to the public as governed by the internal policies held by each Party.
- 6.3 Each Party shall have the right to use the digital data to prepare presentations such as maps, exhibits, memoranda, reports, etc., in electronic document form for distribution to the public via electronic media or via the Internet. These electronic documents may be distributed to the public as governed by the internal policies held by each Party as defined in the PPGA IGA.
- 6.4 Each Party shall have the right to use the digital data for internet map applications. Internet map applications that deliver orthorectified imagery data as map images to the end user may be developed at the discretion of the Parties, subject to the display area restrictions described in Section 6.5. The PPGA steering committee shall be advised of the application and data security architecture of any internet map applications that propose to deliver aerial photography feature data to the end user. The Parties agree to mitigate any data security concern raised by a PPGA steering committee member before deploying orthorectified imagery applications that deliver feature data.
- 6.5 The Parties agree that the sublicensing of the digital data for a fee to the general public or to other agencies, organizations, or commercial businesses can only be undertaken by PPGA members and only in accordance with Article 6 of the PPGA IGA. Digital products and their unit prices are defined as follows:
- 4000 by 4000 foot tile shall be \$50 for 1 foot resolution imagery
 - 4000 by 4000 foot tile shall be \$100 for 6 inch resolution imagery

These price figures are based upon current business strategies and policies. The distribution and fee schedules for Secondary products will be addressed by an amendment to this MOU if necessary. Release of the digital data to external customers (or to a non-participating PPGA member) requires the execution of a License Agreement by the respective issuing agency in a form substantially similar to Exhibit B of the PPGA IGA (“Customer Geospatial Data License Agreement”). Any Party may, in its sole discretion, designate certain portions of the digital orthorectified imagery, not to exceed 1% of project area, as “Confidential” due to security concerns. Security concerns in excess of 1% must be unanimously approved by the PPGA. The Parties shall be prohibited from sub-licensing and releasing confidential digital data.

- 6.6 The Parties agree that the jointly owned Base Product deliverable will be made publicly available free of charge following a period of two (2) years after final acceptance of the entire OP 2016 project or when the PPGA executes final acceptance of a subsequent Orthorectified Imagery Project of the same scope, whichever comes first.

ARTICLE 7: CONFIDENTIALITY

- 7.1 Any confidential and/or proprietary information that any Party discloses to any third party with respect to this MOU shall be designated as confidential and proprietary by the disclosing Party at the time of disclosure. Each Party shall require the recipient to hold such information confidential to the extent provided by law and shall require the recipient not to engage in any use or disclosure of such information unless such use or disclosure is expressly provided for in this MOU. Some of the Parties to this MOU are public entities subject to the provisions of the Colorado Open Records Act (“CORA”). In the event a Party receives a request for such confidential and/or proprietary information from a third party, notice thereof shall promptly be given to the other Parties. Each Party shall take all reasonable steps to prevent any unauthorized possession, use, transfer, or disclosure of such confidential information. Should a Party learn of any such unauthorized possession, use, transfer, or disclosure, it shall promptly notify the other Parties.
- 7.2 The disclosure provisions of Section 7.1 above shall not apply to information that a) a Party had in its possession prior to disclosure by another Party; b) becomes public knowledge through no fault of the recipient; c) a Party lawfully acquires from a third party not under an obligation of confidentiality to the Parties to this MOU; or d) is required to be disclosed by law or court order.

ARTICLE 8: ADDITIONAL PROVISIONS

- 8.1 This MOU is subject to and shall be interpreted under the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court Jurisdiction and venue shall exclusively be in the Colorado District Court for El Paso County, Colorado.
- 8.2 Expenditures and Fees of Each Party Deemed Expenditures of that Party: The Parties to this MOU agree that the purpose of this MOU is to jointly accomplish pursuant to C.R.S. Section 29-1-203 activities which could be performed separately by each Party. Accordingly, it is agreed and understood for purposes of the Colorado Constitution, Article X Section 20, and the Colorado Springs City Charter, that any fees contributed or paid, or otherwise provided by any Party to another Party are and remain an expenditure of the contributing, paying, or otherwise providing Party, and are not revenue or expenditures of the receiving Party.
- 8.3 In accord with the Colorado Constitution, Colorado Law, and the Colorado Springs City Charter, performance of a Party’s obligations under this MOU is expressly subject to appropriation of funds by the governing body of that Party and the availability of those funds for expenditure under this MOU.
- 8.4 Counterparts; Facsimile: This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument. This MOU may be executed and delivered by facsimile transmission.

THE PARTIES HERETO HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING.

FOR THE CITY OF COLORADO SPRINGS, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION:

By _____ this _____ day of _____, 2016.

Title: Mayor

AND FOR COLORADO SPRINGS UTILITIES, AN ENTERPRISE OF THE CITY OF COLORADO SPRINGS

By: _____ this _____ day of _____, 2016.

Title: Chief Water Services Officer

ATTEST: _____
City Clerk

Approved As To Form:

By: _____

City Attorney's Office

FOR EL PASO COUNTY, COLORADO:

By _____ this _____ day of _____, 2016.

Title: Board of County Commissioners Chair

ATTEST: _____

**Chuck Broerman
County Clerk and Recorder**

Approved As To Form:

By: _____

County Attorney's Office

FOR EL PASO-TELLER COUNTY E911:

By _____ **this** _____ **day of** _____, **2016.**

Title: _____

ATTEST: _____

FOR THE CITY OF FOUNTAIN:

By _____ this _____ day of _____, 2016.

Title: Mayor

ATTEST: _____
City Clerk

Approved As To Form:

By: _____
City Attorney's Office

FOR PIKES PEAK REGIONAL BUILDING DEPARTMENT:

By _____ this _____ day of _____, 2016.

Title: _____

ATTEST: _____

EXHIBIT 1

PPGA IGA

Pikes Peak Geospatial Alliance Intergovernmental Agreement

This Pikes Peak Geospatial Alliance Intergovernmental Agreement, dated this ___ day of _____, 2004, is made by and between the following governmental entities:

- the City of Colorado Springs, a Colorado municipal corporation and home rule city
- the Colorado Springs Utilities, an enterprise of the City of Colorado Springs
- El Paso County, Colorado
- Teller County, Colorado
- El Paso – Teller County E911 Authority

The Parties to this Intergovernmental Agreement hereby agree as follows:

Article I. Authority

This intergovernmental agreement is made under authority of Colorado Constitution, Article XX, Section 6; Colorado Constitution Article XIV, Section 18; and Section 29-1-203 C.R.S.

Article II. Purpose

This intergovernmental agreement establishes the Pikes Peak Geospatial Alliance (PPGA) and defines its membership, organization and activities. The primary purpose of the PPGA is to acquire geospatial data and technologies for the benefit of its members. This agreement does not supercede existing agreements between the member agencies unless stated otherwise herein or in follow-up memorandums of understanding (MOU).

Article III. Membership

Section 3.01 Charter Members

PPGA charter agencies include the City of Colorado Springs, Colorado Springs Utilities, El Paso County, Teller County and El Paso – Teller County E911 Authority. Each agency's governing body must formally adopt this intergovernmental agreement for their membership to become official.

Section 3.02 Additional Membership

Additional governmental agencies may be added to the PPGA through the unanimous consent of the charter members. Each charter member will execute an IGA addendum followed by the candidate agency executing the original IGA and all addendums before the candidate agency's membership is considered to be complete.

Article IV. Steering Committee

The PPGA steering committee is hereby established to administer the terms and conditions of this agreement and conduct the routine business of the Alliance. The steering committee will generally meet on a monthly basis to maintain communication between member agencies.

Section 4.01 Membership

Each member agency shall designate one representative to serve on the PPGA steering committee. The representative or their proxy will communicate their agency's position on PPGA business items through participation in PPGA meetings.

The representatives for the Steering Committee are as follows:

- (a) Colorado Springs Representative: Geographic Information Officer
- (b) Colorado Springs Utilities Representative: Resource Technology Services Manager
- (c) El Paso County Representative: Information Technologies GIS Manager
- (d) Teller County Representative: LIS/GIS Coordinator
- (e) El Paso – Teller E911 Representative: E9-1-1 System Manager

Section 4.02 Responsibilities

- (a) Administer IGA terms and conditions
- (b) Identify and prioritize PPGA projects
- (c) Discuss PPGA projects with members, other governments and local entities as appropriate to determine level of financial interest
- (d) Develop cost sharing formulas and proposed agreements
- (e) Participate in the development of request for information/request for proposal (RFI/RFP) language
- (f) Participate in vendor selection and contract maintenance
- (g) Participate in quality assurance/quality control (QA/QC) processes
- (h) Administer data distribution processes as defined in Article VI, Geospatial Data Distribution, and in the project-specific MOUs
- (i) Communicate the Geographic Information Systems (GIS) needs and

capabilities of member agencies to state and federal interests (grants, user groups, etc.)

- (j) Other implied responsibilities not explicitly defined

Section 4.03 Governance

- (a) Chairperson

The steering committee chairperson is hereby established to act as a point of contact for the PPGA. Additional responsibilities include the organization of PPGA meetings and coordination of external data distribution requests. The chairperson role will rotate on an annual basis to each of the member agency representatives.

- (b) Decision-Making

Steering committee decision-making will be based on unanimous consent.

- (c) By-laws

The steering committee shall establish by-laws as necessary to carry out the responsibilities defined in Section 4.02.

Article V. Geospatial Data Acquisition

A principal role of the PPGA is to acquire mutually beneficial geospatial data.

Section 5.01 Purpose

Cooperative geospatial data acquisition reduces costs by eliminating redundancies and capturing economy of scale discounts while providing additional data sets for decision makers. Cooperation on joint agency projects may be streamlined due to a single data acquisition project.

Cooperative geospatial data acquisition may be used for concurrent geospatial analysis, joint agency projects or to support the independent operations of member agencies.

Section 5.02 Participation

Participating agencies (Participants) are defined as PPGA members and non-member entities that agree to the terms of an individual project by executing a common MOU and following through with any financial commitments identified therein.

- (a) **PPGA Member Agencies**

Member agencies are eligible to participate in any project undertaken by the PPGA. PPGA member agencies that originally decline participation and wish to acquire the project data after MOUs have been executed will be charged the non-participant acquisition rate.

(b) Non-Member Agencies

Public or private sector agencies may participate on individual PPGA projects by unanimous approval of the PPGA steering committee. Non-member agencies must agree to the terms and conditions of the project through the execution of the project MOU by their governing body or authorized agency representative. Execution of the project MOU indicates an agency's commitment to abide by the project funding formula and distribution restrictions.

Section 5.03 Project Selection

The PPGA steering committee will meet as necessary to discuss the data needs of both individual agencies and any ongoing or upcoming agency cooperative efforts. A prioritized list of projects will be developed based on interest, feasibility and funding. External agencies that might benefit from candidate projects will be contacted to determine their level of interest and availability of funds.

Each PPGA member agency will be given the opportunity to participate in all projects organized pursuant to this intergovernmental agreement. Member agencies have the right to decline participation in any individual PPGA project. Agencies that decline to participate in individual projects surrender all rights to project deliverables.

Each project will result in a geospatial data set jointly owned by the participating PPGA member agencies. Usage of the jointly owned data shall be subject to all terms and conditions in this agreement as well as any additional conditions contained in the accompanying project MOU.

Section 5.04 Funding

(a) Co-Funding Model

Geospatial data acquisition will utilize a co-funding model that allows multiple agencies to fund and obtain the benefit and use of an individual project procured by a single member agency. The PPGA steering committee will develop a funding formula for each project that defines the contribution percentages of participating agencies.

(b) Lead Agency

The PPGA steering committee will select a lead agency to act as the procuring and contracting authority on each project. The lead agency will provide documentation on their procurement and contracts procedures to the participating agencies for review. Agencies unable or unwilling to comply with the lead agency's procurement procedures will withdraw from participation.

(c) Memorandum of Understanding

An interagency MOU will be drafted and executed by each participating agency prior to starting each project. The MOU will formalize the participant funding formula, procurement and data distribution guidelines that will govern the project. Agencies unable or unwilling to sign the MOU will withdraw from participation in the project identified by said MOU.

(d) Expenditures

All participants acknowledge that the purpose of this Agreement is to jointly accomplish activities that could be performed separately by each Party. It is agreed and understood for purposes of the Colorado Constitution, Article X Section 20 that any funds contributed for data acquisition or otherwise contributed under this Agreement by any Party to this Agreement, is and remains an expenditure of that Party only.

Section 5.05 Proposal Solicitation

A scope of work and schedule of deliverables will be developed and approved by the PPGA steering committee and submitted to the lead agency for inclusion into requests for proposals. The procurement and contracting policies of the lead agency govern the formal acquisition process. All projects must be advertised for competitive bid by the lead agency.

Section 5.06 Proposal Evaluation

The procuring and contracting agency shall include all participating members of the PPGA steering committee to serve on their project evaluation and selection process. Non-technical members of the evaluation and selection committee will be determined by the lead agency based on their internal guidelines. Participating members of the PPGA steering committee may also select, through unanimous consent, additional non-voting members to provide technical expertise to the evaluation and selection committee. Each PPGA steering committee member must accept the lead agency evaluation and selection participation requirements, including but not limited to confidentiality agreements and/or other disclosures. Vendor selection proceedings and contract administration will be governed by the internal policies of the lead agency.

Section 5.07 Contract Administration

Members of the project evaluation and selection committee will assist the lead agency with contract administration including, but not limited to, pilot area selection, interim deliverable acceptances, quality assurance, quality control and final product acceptance. Additional contract support may be requested by the lead agency.

Section 5.08 Deliverables

Participating PPGA member agencies shall receive an original set of all project deliverables. Non-member participants are entitled to receive an original of the

project deliverable that corresponds to the area of interest used to define their funding contribution.

Article VI. Geospatial Data Distribution

Distribution of geospatial data acquired by the Participants under this agreement will be conducted on an individual project basis. For each project, Participants must agree to the following data distribution guidelines. All data distribution transactions will require the product recipient to execute a license agreement with the issuing agency. Agencies will use due diligence in distributing data.

The following general guidelines apply to all geospatial data sets acquired under this agreement. Additional distribution restrictions may be implemented on an individual project basis through inclusion in the project MOU.

Section 6.01 Internal Data Distribution

Internal data distribution is defined as the release of project deliverables by a Participant to internal departments, offices, units and enterprises, and is permitted by this Agreement.

Law, fire, and EMS agencies in El Paso and Teller Counties and Public Service Answering Points (PSAP) shall, for the purposes of this IGA, also be considered as internal departments to the El Paso – Teller E-911 Authority.

Project deliverables may also be released to a Participant's consultant. A consultant is defined as an entity under contract and financial commitment to a Participant. Exhibit A will be used for internal consultant licensing.

Section 6.02 External Data Distribution

External data distribution is defined as the release of project deliverables to a non-participating entity and shall require payments as provided in this Section 6.02. Exhibit B will be used for external customer licensing.

Non-member Participants are prohibited from releasing any project deliverables to external entities except as noted in Section 6.01.

Distribution of project deliverables to external customers or for Colorado Open Records Act requests is subject to Colorado Revised Statutes. Additional distribution constraints may be applied based on agency, local, regional or national security policies, as defined by project MOUs.

Each PPGA project will be assigned a unit price factor as determined in the project specific MOU, that will be used to categorize individual data transactions into those over and under \$1000.

(a) Transactions under \$1000

Single or collective transactions to individuals or agencies totaling less than \$1000 as calculated using the data's unit price factor will be governed by the internal data distribution policies of the agency receiving the request. Once the cumulative requests total \$1000 or more, the process detailed in section (b) below apply.

(b) Transactions equal to or over \$1000

Single or collective transactions to individuals or agencies totaling \$1000 or more as calculated using the data's unit price factor shall be forwarded to the PPGA steering committee chairperson. Data distribution will be administered by the chairperson with proceeds of said transaction returned to participant Members in proportion to their project contribution rate. The individual or agency receiving the data shall separately and directly compensate each participant Member agency accordingly.

Data delivered under this process will only be licensed by complete tile(s).

Article VII. Infrastructure Acquisition

A potential role of the PPGA is to acquire mutually beneficial infrastructure assets including geospatial technologies. While the exact nature of these technologies is not totally known, the intent is to provide a mechanism to amend this Agreement to exploit future technology opportunities.

Article VIII. General Terms and Conditions

Section 8.01 Term

This Agreement shall commence upon final execution and end twenty-five (25) years thereafter unless sooner terminated or extended hereunder. Regardless of the date of execution or termination, this Agreement shall be in full force and effect from the date of a Party's receipt, in digital form, of any jointly acquired GIS Data, and for so long as any portion of said geospatial data, in any form whatsoever, remains in the possession of the other Party or any of its employees, agents, contractors or subcontractors. This Agreement shall remain in effect unless a Party terminates this Agreement by giving the other Parties six (6) months' written notice. The provisions set forth in Articles VI and VII herein shall survive the termination of this Agreement.

Section 8.02 Assignment

No Member shall assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of the other Members.

Section 8.03 Law

This Agreement is subject to and shall be interpreted under the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of

the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court Jurisdiction and venue shall exclusively be in the Colorado District Court for El Paso County, Colorado.

Section 8.04 Expenditures

Expenditures and Fees of Each Party Deemed Expenditures of that Party: The Parties to this Agreement agree that the purpose of this Agreement is to jointly accomplish pursuant to C.R.S. Section 29-1-203 activities which could be performed separately by each Party. Accordingly, it is agreed and understood for purposes of the Colorado Constitution, Article X Section 20, and the Colorado Springs City Charter, that any fees contributed or paid, or otherwise provided by any Party to this Agreement to another Party to this Agreement are and remain an expenditure of the contributing, paying, or otherwise providing Party, and are not revenue or expenditures of the receiving Party.

Section 8.05 Appropriation of Funds

In accord with the Colorado Constitution, Colorado Law, and the Colorado Springs City Charter, performance of a Member's obligations under this Agreement are expressly subject to appropriation of funds by the governing body of that Member and the availability of those funds for expenditure under this Agreement.

Section 8.06 Integration

This is a completely integrated Agreement and contains the entire agreement between the Members. Any prior written or oral agreements or representations regarding this Agreement shall be of no effect and shall not be binding on the Members.

Section 8.07 Headings

The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 8.08 Local Concern

The Members agree and acknowledge that the activities undertaken pursuant to this Agreement are matters of local concern only, and that the Members have mutually joined together for the performance of the matters of local concern, and that nothing in this Agreement shall be construed as making any of the concerns covered herein matters of mixed or statewide concern.

Section 8.09 No Third Party Beneficiary

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Members hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on this Agreement. It is the express intention of the Members hereto that any person or entity, other than the Members of the Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

Section 8.10 Compensation

No Party to this Agreement shall be required to pay any compensation to the other Party or the other Party's personnel for any services rendered hereunder. Nothing in this agreement shall be construed to place the personnel of any Party under the control or employment of another Party. Each Party remains responsible for all pay, entitlement, employment decisions, and worker's compensation liabilities, for its own personnel. Nothing in this agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act.

Section 8.11 Modification

This Agreement may only be amended in writing with the approval of the governing bodies of the Members under this Agreement.

Section 8.12 Dispute Resolution

- (a) The parties intend that all disputes, as defined below, shall be resolved in accordance with these dispute resolution procedures. The parties shall continue to perform their respective obligations under the terms of this Agreement until the stages of dispute resolution have been completed.
- (b) Disputes include any controversy or claim, whether based in contract, tort or otherwise, arising out of, relating to, or in connection with this Agreement or the scope, breach, termination or validity thereof ("Dispute").
- (c) In the event of a Dispute, a party will deliver written notice of the Dispute to the other parties of its intent to invoke resolution of the Dispute (the "Dispute Notice"). A party may assert the existence of a Dispute against the other party or parties until delivery of such Notice. Within thirty (30) days after the date of delivery of the Notice of Dispute the receiving party shall submit to the other a written response ("Dispute Notice Response"). The Dispute Notice Response shall include (i) a statement of the party's position and a summary of the evidence and arguments supporting the

party's position, and (ii) the name and title of the person who will represent that party.

- (d) If a Dispute Notice is given, the parties shall promptly and diligently attempt to negotiate a settlement of the Dispute through direct negotiations between representatives of the parties who are authorized to enter into settlements on behalf of the parties. The representatives shall meet at a mutually acceptable time and place within twenty (20) days after the date of delivery of the Dispute Notice Response and thereafter, as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the Dispute. If an authorized representative intends to be accompanied at a meeting by an attorney, the other authorized representative shall be given at least three (3) working days notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for the purposes of the Federal Rules of Evidence and State Rules of Evidence. No subpoenas, summonses, citations, or other processes shall be served at or near the location of any negotiation upon any person who may be entering, leaving, attending, or in transit to any negotiation session.
- (e) If the Dispute has not been resolved within sixty (60) days following the first negotiations, either party may initiate litigation in Colorado, in the courts described below, upon thirty (30) days written notice to the other party. For the purpose of litigating any Dispute, the party's consent to the jurisdiction of the District Court of El Paso County, Colorado.
- (f) All deadlines specified in this Section may be extended by mutual agreement.
- (g) Each party is required to continue to perform its obligations under this Agreement, pending final resolution of any Dispute.
- (h) The procedures specified in this Section shall be followed for the resolution of Disputes between the parties arising out of, or relating to this Agreement; prior to the filing on any litigation between the parties, except for cases where undue prejudice would be caused by delay; a party may seek a preliminary injunction or other preliminary judicial relief; if in the judgment of that party, such action is necessary to avoid irreparable damage or to preserve the status quo. Despite the initiation of any such judicial proceedings, the parties will continue to participate in good faith in the procedures specified in this Section. As between the parties, all applicable statutes of limitation shall be tolled while the procedures specified in this Section are pending and the parties will take all actions, if any, required to effectuate such tolling. If these procedures are not successful in resolving the dispute, the procedures set forth in Section 8.12e shall apply.

- (i) The parties commitment to resolve Disputes, pursuant to this Section, survives the expiration or termination of this Agreement.

Section 8.13 Termination

A withdrawing Member must provide at least six months written notice of intent to terminate participation. The terminating Member shall continue to be financially responsible for and pay its share of any financial obligations entered into, pursuant to an MOU signed by the terminating agency, during the period when the terminating agency was a member of the PPGA.

As long as a terminating Member continues to possess data acquired under the auspices of the this IGA and associated project MOUs, that Member shall continue to be bound by the data distribution polices set forth in this IGA and project MOUs.

Exhibit A: Internal Consultant Geospatial Data License Agreement

Exhibit B: Customer Geospatial Data License Agreement

THE PARTIES HERETO HAVE EXECUTED THIS INTERGOVERNMENTAL AGREEMENT.

FOR THE CITY OF COLORADO SPRINGS:

By _____ this _____ day of _____, 2004.

Title: _____

ATTEST: _____

FOR COLORADO SPRINGS UTILITIES:

By _____ this _____ day of _____, 2004.

Title: _____

ATTEST: _____

FOR EL PASO COUNTY:

By Alvin R. Burr this 8th day of July, 2004.

Title: BOCC Chairman

ATTEST: [Signature]
Deputy County Clerk

FOR TELLER COUNTY:

By _____ this _____ day of _____, 2004.

Title: _____

ATTEST: _____

PPGA IGA

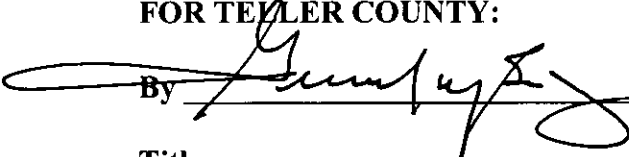
FOR EL PASO-TELLER COUNTY E911:

By _____ **this** _____ **day of** _____, **2004.**

Title: _____

ATTEST: _____

FOR TELLER COUNTY:

By  this 27 day of July, 2004.

Title: _____

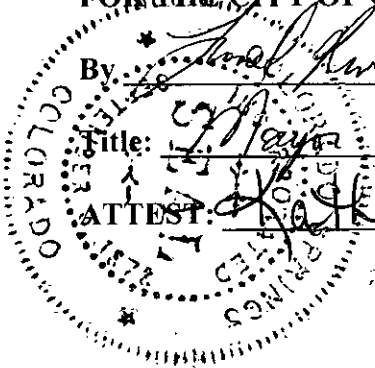
ATTEST: _____

FOR THE CITY OF COLORADO SPRINGS:

By: [Signature] this 23d day of July, 2004.

Title: [Signature]

ATTEST: [Signature]



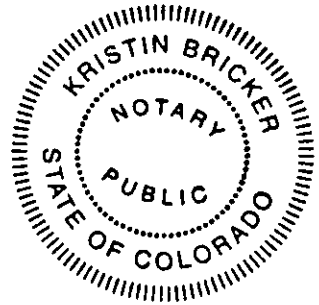
FOR COLORADO SPRINGS UTILITIES:

By Phillip H. Tollison this 26th day of July, 2004.

Title: CEO

ATTEST: *[Signature]*

My Commission expires
3/5/2007



FOR EL PASO-TELLER COUNTY E911:

By Jane R. Day this 28th day of July, 2004.

Title: _____

ATTEST: [Signature]

EXHIBIT A

Pikes Peak Geospatial Alliance Internal Consultant Geospatial Data License Agreement

This Consultant Geospatial Data License Agreement is made and entered into as of the < Day > day of < Month, Year > by and among (check one):

- El Paso County, Colorado
- The City of Colorado Springs, a home rule municipality
- The Colorado Springs Utilities, an enterprise of the City of Colorado Springs
- Teller County, Colorado
- El Paso – Teller County E911 Authority

(hereafter "Licensor") and

< Company > (hereafter "the Consultant"), with its principal place of business at < Address >.

The parties understand that they are independent entities, and that this Agreement does not create a joint venture, partnership, or other similar relationship between them. Further, no agent, employee, or servant of the Consultant shall be deemed to be an employee of Licensor.

The undersigned warrants to Licensor that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Consultant and be bound to perform its obligations under this Agreement.

1. LICENSOR'S AGREEMENT TO PROVIDE PRODUCTS:

Licensor agrees to provide the following geospatial data:

in an area described as follows:

approximate area in square mile(s):

to conform to the requirements of Licensor Purchase Order/Contract Number: _____ (hereafter "the Purchase Order(s)").

a. Licensor agrees to deliver Products to the Consultant within thirty (30) days of Consultant's execution of the original of this Agreement and its return to Licensor, provided that Licensor has the products available for delivery to the Consultant. Licensor and the Consultant understand that this Agreement facilitates a one-time delivery of Licensor's Product. This Agreement is not intended to impose upon Licensor any duty to provide the Consultant with Products on any ongoing basis. Further, Licensor has no duty or responsibility for updating the Products contained therein. Licensor may provide semi-annual updates of the Products to the Consultant as consideration for any updated data and information the Consultant may acquire and provide to Licensor as such data becomes available in the future.

b. Licensor makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such Products, nor accept any liability, arising from any incorrect, incomplete or misleading information contained therein. There are no warranties, either expressed or implied, of merchantability or fitness of such Products for a particular purpose.

2. CONSULTANT'S AGREEMENT TO PROVIDE DATA:

a. As consideration under this Agreement, and in exchange for the use of the data provided to the Consultant, the Consultant shall provide Licensor with the following:

b. Unless otherwise provided for in the Purchase Order(s), the Consultant agrees to deliver the data identified above in the State Plane Coordinate System, Colorado Central Zone, Datum NAD83.

c. The Consultant agrees that all physical material, photographs, reports, drawings, studies, information, specifications, estimates, maps, computer tapes, digital data, computations, intellectual property and other data (hereinafter referred to collectively as "Material" or "Products") prepared by or for the Consultant or prepared by or for any affiliate consultant or subcontractor under the terms of the project agreement are the property of the Licensor and the Licensor owns the copyright to the same. The Consultant understands that the Licensor may, at a later date, have the copyrighted Material registered with the U.S. Copyright office.

3. TIME OF CONSULTANT'S PERFORMANCE AND USE OF LICENSOR PRODUCTS:

The Consultant is granted the right to use the Products Licensor provides to it for the period of the Purchase Order(s), but in no instance beyond < Date >, at which time the Consultant shall cease all use of the Products, and shall delete the Licensor Products data from their computer systems. This grant of time shall be renewable by mutual consent of the parties.

4. RESTRICTIONS ON CONSULTANT'S USE OF THE PRODUCTS:

The undersigned authorized agent of the Consultant acknowledges that Licensor has imposed upon the Consultant certain limitations and restrictions on the use of the Products and the information contained therein as follows:

a. Licensor grants the Consultant the right to use Licensor's Products solely for the Consultant's internal use and as specified in paragraph 2 above. Licensor prohibits the release of its Products by the Consultant to any third party contractor without the written permission of Licensor. The Consultant agrees to use the Products for the following sole purpose:

Any other use of the Products shall be deemed a breach of this Agreement. The Consultant agrees to allow Licensor to inspect the Consultant's records regarding any possible misuse of the Products or their unauthorized release to third parties.

b. This Agreement does not constitute a sale of any title or interest in the Products. Licensor reserves all ownership rights to its Products and such other rights not expressly granted to the Consultant by this Agreement.

c. The Products are protected by the copyright laws of the United States and are being furnished with all rights reserved. The Consultant shall not copy or transmit in any form or by any means whatsoever Licensor's Products, including but not limited to, electronic, mechanical, photocopying, recording, scanning, or by any information or retrieval system for any non-approved purpose without the expressed written permission of Licensor. The Consultant shall not license, sublicense, assign, release, publish, transfer, sell or otherwise make available the Products or portion thereof to any third party without the expressed written permission of Licensor. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

d. The Products have been developed solely for Licensor's internal use. The Consultant understands and acknowledges that Licensor's geospatial database and data in the Products are subject to constant change and that its accuracy and completeness cannot be guaranteed. **UNDER NO CIRCUMSTANCE SHALL LICENSOR MAPPING BE USED FOR FINAL DESIGN PURPOSES.**

e. The Consultant agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by Licensor or the vendors furnishing said items to Licensor.

f. The Consultant will do or cause to be done all things necessary to meet the restrictions imposed on the use of the Products and to meet its obligations under this Agreement.

g. Assignment: Contractor shall not assign or otherwise transfer this agreement or any right or obligations therein.

5. BREACH OF AGREEMENT, DAMAGES, CLAIMS:

a. In the event the Consultant breaches any of the terms, conditions, covenants, or agreements contained in this Agreement, the license granted herein shall immediately cease, and Licensor shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief and damages.

b. Upon any termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate, and the Consultant shall immediately discontinue all use of the Products and delete the Products from their files and storage media. Upon Licensor's request, the Consultant shall promptly confirm in writing that they have complied with the foregoing.

c. Licensor is not responsible for incidental, consequential, or special damages arising out of the use of the Products provided to the Consultant. The Consultant agrees that the Products shall be used and relied upon only at the risk of the Consultant. The Consultant agrees to indemnify and hold harmless Licensor, its officials, officers, employees and servants from any liability, claims, loss, damages, injury, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, producing, using or communicating the Products or information contained therein.

6. MISCELLANEOUS:

a. This Agreement contains no financial commitments on the part of Licensor, and any financial commitments on the part of Licensor that become a part of this Agreement are subject to the appropriation by the governing body of the Licensor.

b. This Agreement is subject to and shall be interpreted under the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court Jurisdiction and venue shall exclusively be in the Colorado District Court for El Paso County, Colorado.

c. If any provisions of this Agreement are determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable.

d. This Agreement together with the terms of the Purchase Order(s)/Contract embodies the entire agreement between the Consultant and Licensor. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or motive not set forth herein. No additional agreements or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties.

e. Place of Performance: The place of performance for this Agreement is deemed to be:

< licensor jurisdiction >

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
this < Day > day of < Month, Year >.

CONSULTANT

By

Title

For Licensor: _____

If applicable:
Approved as to Form: _____

EXHIBIT B

Pikes Peak Geospatial Alliance Customer Geospatial Data License Agreement

The undersigned on behalf of

(hereafter referred to as "the Customer") in accepting geospatial Products from (check one):

- El Paso County, Colorado
- The City of Colorado Springs, a home rule municipality
- The Colorado Springs Utilities, an enterprise of the City of Colorado Springs
- Teller County, Colorado
- El Paso – Teller County E911 Authority

(hereafter "Licensor") hereby acknowledges the limitations of the Products and the information contained therein and restrictions on its use:

1. Licensor grants the Customer a non-exclusive, non-transferable license to use the Products for internal use by the Customer and its clients and contractors. The Products are being provided to the Customer for the sole purpose of:

2. The types of Products being provided are:

3. The period of time for which the Customer is granted the right to use the Products is: < Years > years beginning < Date >. All Licensor geospatial product usage and storage must be discontinued by the customer by < Date >.

4. Delivery of the Products to the Customer shall be made by Licensor only after the Customer has fully executed this unmodified agreement and returned it to Licensor.

5. This Agreement does not constitute a sale of any title or interest in the Products. Licensor reserves all rights not expressly granted to the Customer by this Agreement.

6. The Customer understands this is a one-time delivery and that Licensor has no responsibility for updating the Products or information contained therein.

7. Upon any termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate, and the Customer shall immediately discontinue all use of the Products and delete the Products from their files and storage media. Upon Licensor's request, the Customer shall promptly confirm in writing that they have complied with the foregoing.

8. The Products are protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to, electronic, mechanical, photocopying, recording, scanning, or by any information or retrieval system for any non-approved purpose without the expressed written permission of Licensor. The Customer shall not license, sublicense, assign, release, publish, transfer, sell or otherwise make available the Products or portion thereof to a third party without the expressed written permission of Licensor.

9. The Products have been developed solely for internal use only. The Customer understands and acknowledges that Licensor geospatial data in the Products are subject to constant change and that its accuracy and completeness cannot be guaranteed. **UNDER NO CIRCUMSTANCE SHALL THESE PRODUCTS BE USED FOR FINAL DESIGN PURPOSES.** Licensor makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such Products, nor accept any liability, arising from any incorrect, incomplete or misleading information contained therein. There are no warranties, either expressed or implied, of merchantability or fitness of such Products for a particular purpose.

10. Non-Federal/State customers: Licensor is not responsible for incidental, consequential, or special damages arising out of the use of the Products provided the Customer. The Customer agrees that the Products shall be used and relied upon only at the risk of the Customer. The Customer agrees to indemnify and hold harmless Licensor, its officials, officers, employees and servants from any liability, claims, loss, damages, injury, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, producing, using or communicating the Products or information contained therein.

10a. Federal/State customers: Licensor is not responsible for incidental, consequential, or special damages arising out of the use of the Products provided the Customer. The Customer agrees that the Products shall be used and relied upon only at the risk of the Customer.

11. In the event the Customer breaches any of the terms, conditions, covenants, or agreements contained in this Agreement, not only shall the license granted herein immediately cease, but Licensor shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief and damages.

12. The Customer agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by Licensor or the vendors furnishing said items to Licensor.

13. This Agreement embodies the entire agreement between the Customer and Licensor. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or motive not set forth herein. No additional agreements or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties.

14. Neither this Agreement nor the rights granted by it shall be assigned or transferred by the Customer under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

15. The Customer will do or cause to be done all things necessary to preserve its rights and meet its obligations under this Agreement.

16. This Agreement contains no financial commitments on the part of Licensor, and any financial commitments on the part of Licensor that become a part of this Agreement are subject to the appropriation by the governing body of the Licensor.

PROVISIONS

17. This Agreement is subject to and shall be interpreted under the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court Jurisdiction and venue shall exclusively be in the Colorado District Court for El Paso County, Colorado.

18. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable.

19. The undersigned warrants to Licensor that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Customer and be bound to perform its obligations under this Agreement.

20. Place of Performance: The place of performance for this Agreement is deemed to be:

< licensor jurisdiction >

21. Other restrictions imposed on the use of such products are:

Customer Signature line:

Signature

Date

Printed or Typed Name

Title

Company or Organization Name

PPCP Exhibit B

Approved:

Signature

Date

Printed or Typed Name

Title

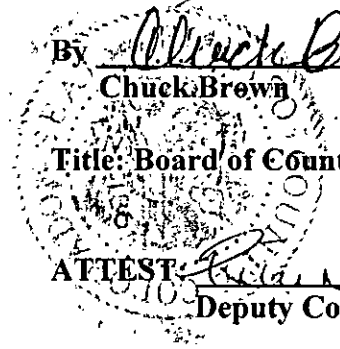
FOR EL PASO COUNTY:

By *Chuck Brown* this 8th day of July 2004.

Chuck Brown

Title: Board of County Commissioners Chairman

ATTEST: *Debra A. Hulse*
Deputy County Clerk



FOR EL PASO COUNTY:

By *Chuck Brown* this 8th day of July 2004.
Chuck Brown

Title: Board of County Commissioners Chairman

ATTEST: *Patricia Williams*
Deputy County Clerk

EXHIBIT 2



Colorado Springs Utilities

It's how we're all connected

PROFESSIONAL SERVICES AGREEMENT

**PROJECT TITLE: 2016 Pikes Peak Geospatial Alliance
Orthoimagery Project**

CONTRACT NUMBER: 201602226

**Between
Colorado Springs Utilities
and
The Sanborn Map Company, Inc.**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into as of the 1st day of February, 2016, (“Effective Date”) by and between Colorado Springs Utilities ("Utilities") an enterprise of the City of Colorado Springs, a Colorado home rule city and municipal corporation, with its principal place of business at 121 S. Tejon Street, Colorado Springs, Colorado 80903, and The Sanborn Map Company, Inc. (“Contractor”), a Delaware corporation, with its principal place of business at 1935 Jamboree Drive, Suite 100, Colorado Springs, CO 80920 each individually a “Party”, or collectively the “Parties”.

Services shall mean work performed to meet a demand, especially work not connected with a manufacturing process. The furnishing of labor, time, or effort by the Contractor, not involving the delivery of any specific end product, other than reports that are incidental to the required performance.

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1. **Scope of Work.** During the term of this Agreement, Contractor shall perform the Services as defined in the specific Statement of Work attached hereto as Exhibit A (“Services”).

2. **Term. The term of this Agreement shall be from the Effective Date through January 31, 2018 with three (3) one year renewal options (“Term”) at the sole discretion of Colorado Springs Utilities.”**

3. **Independent Contractor.** During the Term of this Agreement, Contractor shall act at all times as an independent contractor and shall have the responsibility for and control over the details and means of performing the Services. Contractor acknowledges it has the duty to provide continuous, adequate supervision of its personnel, consultants and subcontractors, if any. Nowhere in this Agreement shall it be construed or implied that Contractor or any of its consultants, subcontractors, affiliates, employees, agents, or representatives are employees, representatives, or agents of Utilities. Contractor shall be subject to the direction of Utilities only with respect to the scope of the services and the general results required. Contractor shall not make any commitment nor incur any charge or expense in Utilities’ name without the prior written approval of Utilities.

Contractor will remain objective at all times and shall have no conflicts of interest. A conflict of interest exists when there is any personal or financial relationship that could influence or be perceived to influence the representation or conduct of business for, or on behalf of, Utilities. Any conflict of interest and/or potential conflict of interest will be reported to Utilities in writing within fifteen (15) calendar days from the date of discovery of the conflict of interest/potential conflict of interest. Contractor shall send the written notice of conflict of interest/potential conflict of interest to the PCS Representative delineated within the Representatives and Notice Section (See Section 10 - Representatives and Notice).

4. **Payment.**

4.1. Utilities shall pay Contractor for Services performed or furnished in accordance with Contractor's Rates attached as Exhibit B. Utilities shall pay Contractor for Reimbursable Expenses incurred by Contractor or Contractor's subcontractors as set forth in Exhibit B. Travel shall be pre-approved by Utilities in writing; lodging, meals and incidental expenses in accordance with Utilities’ then current Contractor Travel Reimbursement Policy available at www.csu.org or attached as Exhibit T.

4.2. Invoices will be prepared in a manner acceptable to Utilities by Contractor. Invoices must be mailed, faxed or emailed to the address(s) listed below and shall be in a protected format that cannot be altered.

- 4.3. Each invoice shall be accompanied by supporting documentation as required by Utilities. Utilities, a governmental entity, is exempt from taxes per Federal Tax ID # 84-600574. Original invoices for payments shall be submitted one of three ways:

US Mail:
Accounts Payable – MC 929
Colorado Springs Utilities
PO Box 1103
Colorado Springs, Colorado 80947-0929

Email:
accountspayablemail@csu.org

Fax:
719-668-8600

Unless otherwise stated in this Agreement, a copy of each invoice, duly marked "COPY", shall be sent directly to the project manager or contract administrator as identified in this Agreement or as otherwise advised in writing.

- 4.4. Net Payment of undisputed invoices is due and payable Net Thirty (30) days of Utilities' receipt of a complete and accurate invoice, notwithstanding anything that may be printed on such invoice. These payment terms shall also be subject to discounts for prompt payment, if any, as set forth in Exhibit B, or any other applicable discounts offered by Contractor for any reason, including the terms of any applicable price warranty. Payment by credit card, "P-card," or electronic funds transfer is a means of remitting payment only and shall not be construed as limiting Utilities' rights or altering any of the terms or conditions incorporated into this Purchase Agreement. In the event Utilities disputes or contests all or any part of any invoice, Utilities reserves the right to request a replacement invoice stating only the undisputed amount, and to promptly pay any undisputed amount and to withhold payment of any disputed amount, without waiving any of its claims or defenses to payment of the disputed amount. In the event that Contractor issues a replacement invoice for any undisputed amount, it is agreed that such issuance of a replacement invoice does not constitute a waiver of Contractor's rights with regard to the disputed amount.
- 4.5. Utilities is committed to paying invoices within the terms of the Agreement. Utilities will not pay any late charges or service charges that may be incurred due to late payment.

- 4.6. In the event of any termination Contractor will be entitled to invoice Utilities and will be paid in full for all Services accepted and all reasonable reimbursable expenses incurred through the effective date of termination. In the event of termination by Utilities for convenience, Contractor shall be entitled to invoice Utilities and shall be paid a reasonable amount for Services and expenses directly attributable to termination, such as reassignment of personnel, costs of terminating contracts with Contractor's subcontractors, and other related close-out costs, using methods and rates for additional Services as set forth in this Agreement.

5. Confidentiality.

- 5.1. Contractor acknowledges that Utilities is a public entity subject to the provisions of the Colorado Public Records Act, C.R.S. § 24-72-201 et seq. Any confidential and/or proprietary information that either party discloses to the other with respect to this Agreement shall be designated as confidential and proprietary by the disclosing party at the time of disclosure, and shall herein be referenced as "Confidential Information".
- 5.2. In the course and scope of the Services being performed under this Agreement, Contractor may be provided, including by way of presence on Utilities' premises or by use of or access to Utilities' computer system, access to information that is Utilities' Customers' information. Customers' information includes, but is not limited to names, addresses, telephone numbers, or personal financial information of past or present users of Utilities. All Customers' information is deemed Confidential Information, whether it is marked or not, notwithstanding any other provision of this Agreement. In addition to the above Contractor acknowledges that Utilities is subject to the provisions of the Fair and Accurate Credit Transactions Act of 2003 ("FACT Act"), 15 U.S.C. § 1681 et seq. and when applicable shall comply with Fact Act rules. Contractor agrees that it shall not use, commercialize or disclose such Confidential Information to any person or entity, except to its own employees or Utilities-authorized subcontractors having a "need to know" to the extent and for the time necessary to performance of this Agreement. Furthermore, Contractor shall burn, pulverize, or shred papers and destroy or erase all electronic media that contain Utilities' customer Confidential Information upon termination of this Agreement or completion of the Services, whichever is sooner, or such other time(s) as may be specified in the Statement of Work so that such Confidential Information cannot practically be read or reconstructed. Utilities has the right, but not the obligation, to audit Contractor compliance with this Section 5 "Confidentiality" by providing Contractor written notice 24 hours in advance of such audit.
- 5.3. The recipient shall not engage in any use or disclosure of Confidential Information not expressly provided for in this Agreement. In the event either Party receives a request for such Confidential Information from a

third party, notice thereof shall promptly be given to the other Party. The recipient shall take all reasonable steps to prevent any unauthorized possession, use, transfer or disclosure of such Confidential Information. Should the recipient learn of any such unauthorized possession, use, transfer or disclosure, it shall promptly notify the other Party. If requested, the recipient shall deliver to the other Party all Confidential Information (including all copies) disclosed to it with respect to this Agreement. All items of intellectual property governed by federal patent or federal copyright laws and received by Utilities from Contractor shall be treated as property and not as information, if they are marked as such. Thus, engineering drawings and software code, among other things normally subject to such patent or copyright laws, shall be considered intellectual property received under license or such other arrangement as may appear from any applicable contract documents and is not information or a record that is subject to disclosure in response to a request under CORA, whether or not marked as confidential.

- 5.4. The disclosure provisions of this section shall not apply to information that
 - a) the Parties had in their possession prior to disclosure by the other party;
 - b) becomes public knowledge through no fault of the recipient;
 - c) the recipient lawfully acquires from a third party not under an obligation of confidentiality to the disclosing Party; or
 - d) is required to be disclosed by law or court order.
- 5.5. Contractor shall not disclose any such Confidential Information or documents to any third party without the prior written authorization of Utilities.

6. Subcontractors.

- 6.1. Contractor may retain subcontractors to carry out the Services outlined in this Agreement. Utilities reserves the right to approve all subcontractors prior to their use by Contractor. There shall be no relationship, fiduciary or otherwise, between Utilities and the subcontractors hired by Contractor. Contractor shall ensure that all subcontractors retained by Contractor acknowledge this Agreement, including the confidentiality provisions, in writing.
- 6.2. Contractor shall be fully responsible to Utilities for all acts and omissions of the subcontractors, suppliers, and other individuals or entities performing or furnishing any of the Services just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the contract documents shall create for the benefit of any such subcontractor, supplier, or other individual or entity any contractual relationship between Utilities and any such subcontractor, supplier, or other individual or entity, nor shall it create any obligation on the part of Utilities to pay or to see to the payment of any moneys due any such subcontractor, supplier, or other individual or entity except as may otherwise be required by laws and regulations.

All Services performed for Contractor by a subcontractor or supplier will be pursuant to an appropriate agreement between Contractor and the subcontractor or supplier, which specifically binds the subcontractor or supplier to the applicable terms and conditions of this Agreement for the benefit of Utilities.

7. Warranties.

- 7.1. Contractor agrees to perform Services with the same degree of care, skill and diligence as is ordinarily possessed and exercised in the same profession under similar circumstances and shall ensure that its subcontractors, if any, have the level of skill in the area commensurate with the requirements of the Services to be performed. Contractor shall at all times attempt to serve the best interests of Utilities in connection with such Services and shall advise Utilities when Services it requests are not in Utilities' best interests.
- 7.2. If it is shown within twenty-four (24) months of completion of the Services that Contractor or its subcontractors committed an error in the performance of the Services or that normal standards of care and diligence have not been met, and Utilities promptly notifies Contractor of such an error or deficiency, Contractor shall perform corrective Services at no cost to Utilities as may be necessary to remedy the error or deficiency. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Utilities may have the corrective Services performed by a third party, and all costs, losses, and damages arising out of or relating to such correction will be paid by Contractor.
- 7.3. Contractor warrants that all Services will meet applicable Utilities' specifications and agrees to correct deficiencies in any Services performed, in whole or in part, by the Contractor, which Utilities can demonstrate does not meet the applicable Utilities specifications, provided written notice is given to Contractor within two (2) years.
- 7.4. Contractor warrants that it is the lawful owner or licensee of any software programs or other proprietary materials used by Contractor in the performance of the Services called for in this Agreement and has all rights necessary to grant to Utilities any licenses necessary to use any equipment or intellectual property installed or specified by Contractor.
- 7.5. Contractor shall obtain from all suppliers and manufacturers any and all warranties and guarantees of such suppliers and manufacturers received for any products obtained on behalf of Utilities as part of Contractor's performance of this Agreement, whether or not specifically required by the Statement of Work, and shall assign such warranties and guarantees to Utilities.

- 7.6. Contractor shall warrant that all products obtained on behalf of Utilities for the purpose of performing this Agreement shall have warranties that are transferable to Utilities and shall transfer all such warranties to Utilities.

8. Indemnification/Liability.

- 8.1. To the fullest extent permitted by law, Contractor hereby releases Utilities and shall fully protect, defend, indemnify and hold harmless Utilities, the City of Colorado Springs, their officers, City Council, Utilities Board, directors, employees, agents and representatives from and against any and all claims, costs (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature to the extent caused by the willful misconduct or negligent, reckless or tortious acts or omissions of Contractor or anyone for whose acts Contractor may be liable in the performance of its obligations under this Agreement.
- 8.2. Intellectual Property/Infringement. Contractor will indemnify Utilities against a claim that any Service, as provided by Contractor to Utilities and used within the scope of this Agreement, infringes any copyright or any United States patent or trademark, or incorporates any misappropriated trade secret (a "Claim"). Contractor will pay any liabilities, costs, damages, or expenses, including reasonable attorneys' fees, attributable to such a Claim that are incurred by Utilities and/or awarded against Utilities in a final judgment or settlement approved in advance and in writing by Contractor, provided that Utilities notifies Contractor in writing within thirty days of the Claim.
- 8.3. Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to Utilities or the City of Colorado Springs under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

9. Insurance.

- 9.1. For the duration of this Agreement, Contractor shall, at his own expense, procure and maintain insurance and shall require all subcontractors of all tiers to provide and maintain insurance of the type and with limits as set forth below, on all of its operations, and with companies authorized to do business in the State of Colorado and rated by A.M. Best's Rating as A:VIII or better, or with companies acceptable to Utilities, as follows:
- (a) **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation insurance shall be provided as required by an applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than \$500,000 each accident for bodily

injury by accident, with a \$500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease.

- (b) **General Liability Insurance.** Commercial General Liability insurance covering all operations by or on behalf of Contractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- (1) premises and operations liability;
 - (2) products and completed operations liability;
 - (3) contractual liability insuring the obligations assumed by Contractor in this Agreement;
 - (4) broad form property damage (including completed operations);
 - (5) X.C.U. Coverage – If the Agreement requires any work procedures involving blasting, excavating, tunneling, or other underground work, the liability coverage shall include coverage commonly referred to as X.C.U. for explosion, collapse and underground hazards;
 - (6) personal injury liability; and
 - (7) railroad liability within 50' of railroad, if working within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass or crossing.

Except with respect to bodily injury and property damage included within the products and completed operations, the aggregate limits, where applicable, shall apply separately to Services under this Agreement.

The limits of liability shall not be less than:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$1,000,000 for Personal Injury Liability
- \$2,000,000 Aggregate for Products-Completed Operation
- \$2,000,000 General Aggregate

Utilities and the City of Colorado Springs, their officers, City Council, Utilities Board and employees shall be named Additional Insureds.

- (c) **Automobile Liability Insurance** (Bodily Injury and Property Damage Liability) including coverage for all owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 Combined Single Limit for each accident. Contractor's Automobile Liability insurance policy shall include coverage for Automobile Contractual Liability.
- (d) **Professional Liability.** Professional Liability insurance including errors and omissions coverage in an amount of not less than \$1,000,000 per occurrence (or claims made) and aggregate for licensed professional consultants.
- (e) **Pollution Liability.** In the event the Services involve any excavation, subsurface, underground, or dewatering work, Contractor must carry at

all times during the term of this Agreement, and for twenty-four (24) months following termination of this Agreement, a Pollution Liability policy with limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, naming Utilities and the City of Colorado Springs, their officers, City Council, Utilities Board and employees as Additional Insureds. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials. This insurance must include coverage for any costs arising out of mold or fungus claims or issues.

(f) Umbrella/Excess Liability.

(1) In the event the value of this Agreement is \$50,000 or less, Contractor shall maintain umbrella/excess liability insurance in an amount of not less than \$1,000,000 with respect to coverage required under the Commercial General Liability, Automobile Liability and Employer's Liability. Utilities and the City of Colorado Springs, their officers, City Council, Utilities Board and employees shall be named Additional Insureds. This coverage must be Umbrella coverage, offering coverage "at least as broad as all underlying coverages."

(2) In the event the value of this Agreement exceeds \$50,000, Contractor shall maintain umbrella/excess liability insurance in an amount of not less than \$5,000,000 with respect to coverage required under the Commercial General Liability, Automobile Liability and Employer's Liability. Utilities and the City of Colorado Springs, their officers, City Council, Utilities Board and employees shall be named Additional Insureds. This coverage must be Umbrella coverage, offering coverage "at least as broad as all underlying coverages." Subcontractors shall be required to maintain umbrella/excess liability insurance limits of at least \$1,000,000.

Contractor shall verify its subcontractors' compliance with the requirements of sections (a) through (f), and cause their certificates of insurance to be provided to Contractor, and upon request, to be made available to Utilities.

9.2. Any deductible or self-insured retention greater than \$25,000 per claim must be declared to and approved by Utilities. Any and all deductibles or self-insurance retentions in the foregoing insurance policies shall be assumed by and be for the account of, and at the sole risk of Contractor and its subcontractors.

9.3. Certificates of insurance shall be furnished by Contractor to Utilities before any Services are commenced hereunder by Contractor. Contractor shall provide Utilities prompt written notice of any cancellation, reduction or

modification of coverage. On all policies except for Workers' Compensation and Professional Liability, the certificates shall also contain a specific endorsement adding the required entities as additional insureds, as well as specifically stating that all coverage furnished by Contractor is primary, and that any insurance held by the City of Colorado Springs or Utilities is excess and non-contributory. If Contractor does not comply with this section, Utilities may, in addition to any other remedies it may have, terminate this Agreement, subject to any provision of this Agreement. Alternatively, Utilities may, at its option, provide insurance coverage to protect the City of Colorado Springs and Utilities and charge Contractor for the cost of that insurance. The required insurance shall be subject to the approval of Utilities, but any acceptance of insurance certificates by Utilities shall not limit or relieve Contractor of the duties and responsibilities assumed by it under this Agreement.

9.4. The insurance coverage required within this entire insurance section shall not minimize, limit, nor eliminate Contractor's responsibility for any uninsured or uncovered claims, losses, or expenses occurring during or after completion of the Services. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by Utilities, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liability and obligations otherwise assumed by Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification. Utilities reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

10. Representatives and Notice.

10.1. Utilities may appoint a representative to act as liaison with Contractor in accordance with Exhibit A. Utilities' representative may be changed upon prior written notice to Contractor. All notices necessary or required under this Agreement shall be in writing and shall be personally delivered, sent by overnight delivery service, or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to Utilities: COLORADO SPRINGS Utilities
Attn: Procurement and Contract Services Manager
PO Box 1103, MC 920
Colorado Springs, Colorado 80947-0920
Phone: 719-668-3862

If to Contractor: The Sanborn Map Company, Inc.
Attn: John R. Copple
1935 Jamboree Drive, Suite 100

10.2. Notice given by personal delivery, overnight delivery, or mail shall be effective upon actual receipt. The Parties may change any address to which notice is to be given by giving notice as provided above of such change of address.

11. **Changes in Work.** Subject to Section 14.3, Appropriation of Funds, any request by either Party for additional work or for changes in the manner or method of work performance, shall be made only by written amendment, which shall specify the part of the Agreement affected by the change. Utilities shall not be liable for payment of any additional work performed by Contractor not previously authorized by Utilities by written amendment.

12. **Force Majeure.** Neither Party shall be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence including strikes, riots, wars, floods, fires, explosions, acts of nature, acts of government (other than the Colorado Springs City Council), or labor disturbances.

13. **Dispute Resolution.**

13.1. If a dispute arises between the Parties relating to this Agreement, the procedure below shall be followed:

(a) The Parties shall hold a meeting promptly, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties hereunder or be deemed a waiver by a Party hereto of any remedies to which such Party would otherwise be entitled thereunder unless otherwise agreed to by the Parties in writing.

(b) If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.

(c) The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall, as the sole mediator, conduct mediation for the Parties.

13.2. The Parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the

proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to litigate the matter, and agree that in the event of such litigation, the exclusive venue for such litigation shall be the El Paso County District Court, Colorado Springs, Colorado, and if necessary, for exclusive federal questions, the United States District Court for the District of Colorado.

14. Appropriation of Funds. This Agreement is expressly made subject to the limitations of the Colorado Constitution and Sections 7-60 and 7-90 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of Utilities which may arise under this Contract in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation or appropriated funds may not be expended due to Colorado Constitution or City Charter spending limitations, such failure or limitations (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted or spending limitations become applicable, and (ii) neither such failure, limitations, nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit hereto, by Utilities.

15. Termination.

15.1. The following conduct shall be deemed to be a default of Contractor under this Agreement:

- (a) The Services under this Agreement are abandoned by Contractor; or
- (b) The Agreement is assigned by Contractor without the written consent of Utilities; or
- (c) Contractor is adjudged bankrupt; or
- (d) A general assignment of Contractor's assets is made for the benefit of its creditors; or
- (e) A receiver is appointed for Contractor or any of its property; or
- (f) At any time Utilities sends notice that the performance of the Services under this Agreement is being unnecessarily delayed, that Contractor is violating any of the conditions of this Agreement or that Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Agreement; or
- (g) The Services are not substantially completed within the time named for its completion.

15.2. Upon default, Utilities may send written notice upon Contractor of Utilities' intention to terminate this Agreement. If Contractor agrees to corrective action, then Contractor will have an additional five (5) calendar days to develop a corrective action plan acceptable to Utilities for completion of

the services. If Contractor fails to complete the previous two activities within the prescribed times, or if Contractor fails to complete the services pursuant to the corrective action plan, then Utilities may terminate this Agreement without further notice to Contractor. In the event of such termination, Utilities may take over and prosecute the services to completion, by contract or otherwise. Contractor shall be liable to Utilities for all reasonable costs sustained by Utilities by reason of such prosecution and completion.

- 15.3. This Agreement may be terminated for convenience regardless of default by Utilities upon thirty (30) days advance written notice to Contractor. Contractor shall not be paid for any Services performed after the date of termination, unless otherwise mutually agreed upon by the Parties in writing.

16. Copyrights/Intellectual Property.

- 16.1. Contractor agrees that Utilities will have extensive input in the process of rendering Services associated with this Agreement. Therefore, Contractor agrees and acknowledges that all work produced as a result of the Services (e.g. video, artwork, brochures, covers, labels, writings, designs, models, etc.) that have been or will be used by or paid for by Utilities, pursuant to this Agreement is a work made for hire as that term is defined by the United States copyright laws, but within full control of Utilities, and that Utilities is the sole owner of any work product which Contractor has made or will make under this Agreement, including but not limited to all intellectual property rights in said work product under copyright, patent, trademark, trade secret and other applicable law, and that compensation to Contractor for acceptance and acknowledgment of this Agreement is included in any compensation or price whatsoever paid to Contractor. It is the intent of the Parties that Utilities shall have full ownership of the work product produced pursuant to this Agreement upon payment in full by Utilities to Contractor.
- 16.2. Contractor hereby warrants to Utilities that it will take no action to copyright, patent, trademark, or trade secret any and all of the work product described in this Agreement.
- 16.3. In the event this Agreement is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this Agreement provision shall act as an irrevocable disclaimer by Contractor in favor of Utilities and as an irrevocable assignment to Utilities by Contractor of any and all intellectual property rights in Contractor's work product, including, but not limited to, copyright, patent, trademark and trade secrets, including, but not limited to, all rights in perpetuity. Under this irrevocable assignment, Contractor hereby assigns to Utilities the sole and exclusive right, title, and interest in and to Contractor's work product, in any and all

countries. It is Contractor's specific intent to assign all right, title, and interest whatsoever in any media and for any purpose, to Utilities, including all rights of renewal and extension. To that end, Contractor agrees to execute and deliver all necessary documents requested by the City of Colorado Springs and/or Utilities in connection therewith and appoints City of Colorado Springs and/or Utilities as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by Contractor. Further, the Parties expressly agree that the provisions of this paragraph shall be binding upon the Parties and their legal representatives, successors, and assigns.

- 16.4. Royalties and fees for patents covering materials, articles, apparatus, devices, or equipment (as distinguished from processes) used in the work or Services, shall be included in the hourly rate amounts paid to Contractor in accordance with Exhibit B. No additional compensation shall be due to Contractor for such items. Contractor shall satisfy all demands that may be made at any time for such royalties or fees and they shall be liable for any damages or claims for patent infringements. Contractor shall, at its own cost and expense, defend all suits or proceedings that may be instituted against Utilities and hold Utilities harmless for infringement or alleged infringement of any patents involved in the work and, in case of an award, including any costs and attorney fees awarded, and any and all costs and attorney fees associated with any appeals that may be taken from any judgment rendered on any such suits or proceedings of damages, Contractor shall pay such award provided Utilities gives Contractor prompt notice in writing of such claim and permits Contractor to contest same through its counsel or, at its option, to settle by securing for Utilities the right to continue to use such products or by modifying them to avoid infringement, or by reclaiming them and reimbursing Utilities the sum paid therefore; and provided Utilities gives Contractor all necessary authority and assistance, at the expense of Contractor, to enable Contractor to do so. Final payment to Contractor by Utilities will not be made while any suit or claim remains unsettled.

17. **Non-Discrimination.**

- 17.1. Utilities is committed to equal employment opportunity for all and maintains and implements equal opportunity and affirmative action where necessary in all of its daily operations. Utilities is a federal subcontractor and an affirmative action employer subject to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Jobs for Veterans Act, as amended, and Section 503 of The Rehabilitation Act of 1973, as amended. Contractor and subcontractor(s) with whom Utilities contracts may be obliged to undertake Affirmative Action to provide equal employment opportunity without regard to race, color, religion, national

origin, sex, veteran status or disability. Additional obligations may be imposed on Contractor and subcontractor(s) with whom Utilities contracts by the above-cited Executive Order and federal statutes.

17.2. Contractor and all subcontractor(s) shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or individuals with disability.

18. **Publicity.** Contractor and Utilities shall not at any time use the name, trademark(s) or trade name(s) of the other in any advertising or publicity without the prior written consent of the other.

19. **Audit.** Contractor shall maintain accurate records of all amounts billable to and payments made by Utilities hereunder in accordance with recognized accounting practices and in a format that will permit audit, for a period of three (3) years after payment of the last invoice related to this Agreement. Such records shall be open to reasonable inspection and subject to audit and/or reproduction, during normal working hours, by Utilities or its authorized representative. Utilities shall give Contractor advance notice of intended audits.

20. **Severability.** If any provision of this Agreement shall be found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken for as long as it remains illegal or unenforceable.

21. **Assignment.**

21.1. Neither Party may assign or transfer any part of this Agreement without the written consent of the other Party, except to an affiliate but only if (a) the assignee agrees in writing to be bound by the terms of this Agreement and (b) the assigning Party remains liable for obligations under the Agreement. Any other attempt to transfer or assign is void.

21.2. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction), (a) the Party experiencing the change of control will provide written notice to the other Party within 30 days after the change of control, and (b) the other Party may immediately terminate this Agreement any time between the change of control and 30 days after it receives the written notice in subsection (a).

22. Compliance with Laws and Regulations.

22.1. This Agreement and the rights and obligations of the Parties hereunder shall be subject to all applicable laws, orders, court decisions, directives, rules and regulations of any duly constituted governmental body or official having jurisdiction.

22.2. Compliance with C.R.S. Sec. 8-17.5.102. Pursuant to Colorado Revised Statutes Section 8-17.5-102, Contractor certifies that Contractor shall comply with the provisions of C.R.S. Sec. 8-17.5-102. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. For services to be performed under the Agreement Contractor represents, warrants, and agrees that it (i) has confirmed that it does not employ any illegal aliens, either through participation in the e-Verify Program administered by the Social Security Administration and Department of Homeland Security, or by participating in the Colorado Department of Labor and Employment program; and (ii) otherwise will comply with the requirements of C.R.S. Sec. 8-17.5-102(2)(b). Contractor shall inform Utilities of its choice of verification program and will comply with all reasonable requests made in the course of an investigation under C.R.S. Sec. 8-17.5-102 by the Colorado Department of Labor and Employment. If Contractor violates any requirement of this provision or C.R.S. Sec. 8-17.5-102., Utilities may terminate this contract for breach.

22.3. If Contractor is a sole proprietor, then Contractor shall comply with Colorado Revised Statutes Sec. 24-76.5-101, et seq., 24-37.5-101 and 39-22-604.

23. Security Compliance. Contractor agrees that Contractor, all Contractor personnel, and all subcontractors shall comply with all of Utilities' then current security policies, rules, procedures, and guidelines when at Utilities' locations and/or when accessing any Utilities network. Bringing or possessing firearms, ammunition, explosives or other weapons on Colorado Springs Utilities property is prohibited. Contractor and their subcontractors are prohibited from having weapons on their person while performing work for Colorado Springs Utilities.

24. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado without reference to conflicts of laws, the Colorado Springs City Charter, City Code, Ordinances, Rules and Regulations. In the event of litigation, this Agreement shall be enforceable by or against the City of Colorado Springs on behalf of Utilities as provided in Colorado Springs City Code Sec. 12-1-108. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the

District Court of El Paso County, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.

25. **Survival.** The provisions of this Agreement with respect to confidentiality, copyrights/ intellectual property, dispute resolution, warranties, liability, appropriation of funds, audit, payment and indemnification shall survive the termination of this Agreement.
26. **Counterparts; Copies of Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed original and all of which together shall constitute one and the same instrument. Copies of signatures shall be permitted for purposes of the binding nature of this Agreement.
27. **Time of the Essence.** The Parties agree that time is of the essence and performance of the Services under this Agreement shall be developed, completed and implemented according to the Scope of Work. Any delays in performance within the control of Contractor, its consultants, subcontractors, employees or agents shall not be cause for extending the date for completion of the Services.
28. **Entire Agreement.** This Agreement with all referenced exhibits or attachments constitutes the entire agreement between the Parties and supersedes all previous written or oral communications, understandings, and agreements between the Parties unless specifically stated herein. This Agreement may only be amended by a written agreement signed by both Parties. Email and all other electronic (including voice) communications from Utilities in connection with this Agreement are for informational purposes only. No such communication is intended by Utilities to constitute either an electronic record or an electronic signature, or to constitute any agreement by Utilities to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed.

In witness whereof, the representatives of each party hereto certifies via execution below that they are duly authorized to commit their organization to this Agreement in its entirety:

Colorado Springs Utilities

The Sanborn Map Company, Inc.

By: Loreen Slick

By: Amy E. Kappal
CORPORATE SECRETARY

Name: Loreen Slick

Name: John R. Copple

Title: Senior Contracting Agent

Title: President / CEO

Date: Feb 10, 2016

Date: 2/9/2016

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK (SOW)

2016 Pikes Peak Geospatial Alliance Orthoimagery Project

1.0 Introduction

Colorado Springs Utilities (UTILITIES) is seeking a qualified firm (CONTRACTOR) to conduct an aerial photography flyover and to produce specific GIS related photographic datasets and associated deliverables for complete Orthoimagery services, including supervision, labor, materials, equipment, and supplies (“Work”). The purpose of the Orthoimagery Project 2016 (OP2016) is to acquire new color digital orthorectified aerial photography for El Paso County, including the Colorado Springs metropolitan area. Imagery is to be acquired during the spring and summer of the 2016 flying season and shall be commissioned by the PPGA. The Pikes Peak Geospatial Alliance (PPGA) is a consortium of government organizations consisting of El Paso County, the City of Colorado Springs, Colorado Springs Utilities, El Paso/Teller E911.

This Contract shall be awarded for an initial two (2) year period, with an option to extend for three (3) additional one-year periods, exercisable at Colorado Springs Utilities (UTILITIES) discretion.

2.0 Background

The Orthoimagery Project 2016 (OP2016) addresses on-going needs for current digital aerial imagery by multiple governmental agencies in a two-county area of the Pikes Peak region. The following subsections describe the area of interest of each of the participants and the resulting project sub-areas. Four Band, Color/Infra-Red, digital orthorectified aerial imagery must be delivered for the entire project area and all three sub-areas may require some level of Digital Elevation Model (DEM) development. As detailed in Section 3, it may also be necessary to establish additional survey control points in the sub-areas. Map accuracy requirements shall be specified in terms of standards set by the American Society of Photogrammetry and Remote Sensing (ASPRS).

The resulting contract will be in effect for one (1) year with 4 one (1) year renewal options to be exercised at the discretion of UTILITIES.

Colorado Springs Utilities (“UTILITIES”) is administering this Request for Proposal (RFP) on behalf of the Pikes Peak Geospatial Alliance (PPGA). The PPGA, for this project is comprised of the following participants:

- El Paso County
- El Paso - Teller E-911 (E911)
- Colorado Springs Utilities (UTILITIES)
- City of Colorado Springs

3.0 Scope of Services

3.1. Purpose:

UTILITIES shall oversee this project. An official designee shall serve as the Project Manager. The Project Manager shall, with the consent of the participating members of the PPGA

Steering Committee, perform the following duties and functions relative to this project:

1. Interpret and define project specifications with regard to the Respondent's work activities
2. Direct and coordinate the (PPGA) responsibilities
3. Review Respondent's performance
4. Manage deliverables from Respondent(s) to other PPGA participants
5. Approve payments to Respondent(s) in accordance with defined payment and deliverable acceptance terms
6. Perform such other activities as may from time to time be necessary in the performance of the terms of the contract
7. Issue final acceptance of all deliverable products and services
8. Issue any change orders or modifications to the scope of the contract.

3.2. Contractor Responsibilities:

1. At the time of contract issuance and subject to UTILITIES approval, Contractor shall assign a Project Manager with at least five years project management experience to the project. Contractor shall obtain written approval from the PPGA prior to any change to the assigned project manager.
2. Develop a complete and concise project schedule
3. Contractor Project Manager shall strictly adhere to developed project plans, schedules and communication agreements.
4. At the time of contracting and subject to UTILITIES approval, Contractor shall retain all required subcontractors needed to complete the project according to the project schedule.
5. Develop and document procedures to meet specifications as contracted;
6. Produce required new digital orthophotography in accordance with specifications;
7. Implement stringent QA/QC procedures and maintain specified quality standards;
8. Deliver all deliverable products according to the detailed schedule;
9. Provide project management and support services, such as required reporting, demonstrations, data handling, progress reports, and others as required.

3.3. Contract Administration

Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all digital files, specifications, reports, and other products and services required to be furnished by it under this Agreement. PPGA shall have full and complete authority to reject any work deemed unacceptable pursuant to this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in such products and services if products do not conform to the specifications. In cases of rejection of Contractors' work, UTILITIES may suspend further deliveries and payments until the work tasks (products and services hereafter defined) in question are redelivered and reclassified as accepted.

4.0 Tasks and Deliverables

4.1 Project Area and Sub-Areas

The total project has been divided geographically into three (3) sub-areas, each reflecting a change in the orthoimagery specifications and/or desired flight date. The map in Appendix B-1 illustrates these boundaries as well as a tiling scheme in which the tiles are dimensioned at 4,000' x 4,000'. Note that all of the areas are represented in terms of tiles. Tiles within each of

the three sub-areas are further grouped into project deliverable areas. The project deliverable areas equate to the desired flight sequence. Deliverables for the OP 2016 project shall therefore include thirteen (130 area deliverables (refer to Appendix B-2).

Digital data representing the area and sub-area boundaries, tile layout, and deliverable areas shall be made available to contractor who is awarded an Agreement. **The total project area is approximately 2238 square miles.**

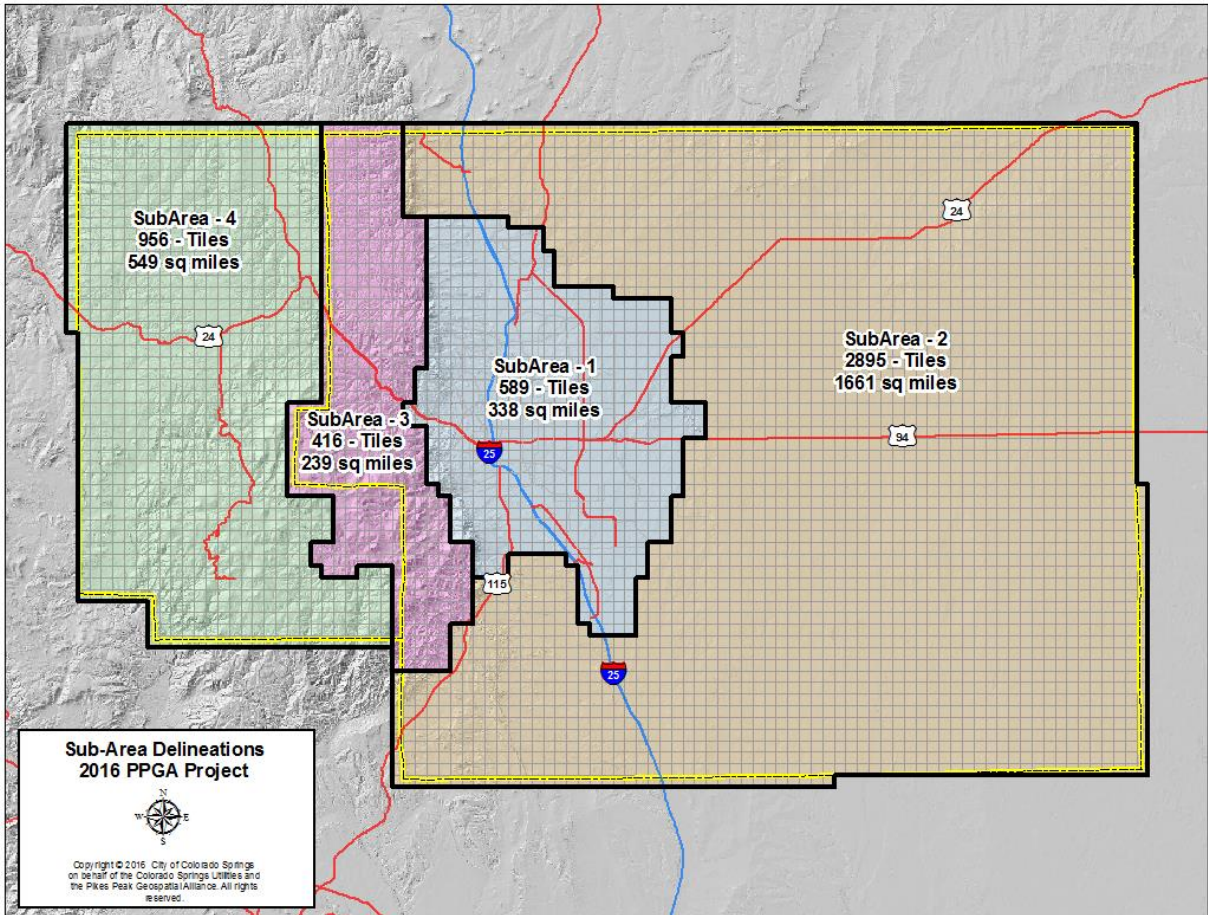


Figure 1 – 2016 Sub Areas

4.2 Sub-Area 1

Sub-Area 1 consists mostly of the Colorado Springs metropolitan area, including the US Air Force Academy and the City of Fountain (refer to Appendix B-1). The City of Colorado Springs, Colorado Springs Utilities and the City of Fountain have a primary interest in this sub-area with overlapping interests by E911 and El Paso County. Sub-Area 1 must be flown in the spring of 2016 during leaf-off conditions. Depending on conditions, Sub-Area 1 flights must be conducted starting on or around March 15, 2016 and is expected to conclude no later than April 1, 2017.

Sub-area 1 is 338 square miles, comprised of 589 tiles.

4.3 Sub-Area 2

Sub-Area 2 shall encompass Ft Carson and the majority of El Paso County east of the mountains; less Sub-Area 1 (refer to Appendix B-1). El Paso County, E911, and the Pikes Peak Regional Building Department have the primary interest in Sub-Area 2 with the City of Colorado Springs and Colorado Springs Utilities having an interest in portions of the area as well.

Sub-Area 2 must be flown during the spring of 2016. Depending on conditions, Sub-Area 2 flights must be conducted starting on or around April 15, 2016 and concluding on or around May 31, 2016. **Sub-area 2 is 1,661 square miles, comprised of 2,895 tiles.**

4.4 Sub-Area 3 & 4

Sub-Area 3 and 4 are comprised of the mountainous areas of the western portion of El Paso County and all of Teller County. E911, El Paso County, Colorado Springs Utilities, and El Paso County all have predominant interest in the sub-area. **Due to snow considerations, Sub-Area 3 and 4 must be flown during the summer of 2016. Depending on conditions, Sub-Area 3 and 4 flights must be conducted starting on or around June 1, 2016 and concluding no later than July 31, 2016. Sub-area 3 is 239 square miles and comprised of 416 tiles while Sub Area 4 is 549 square miles and comprised of 956 tiles.**

4.5 Sub-Area Specifications

Project Specification Overview				
Sub Area	SA-1	SA-2	SA-3	SA-4
Total Area / Tiles	338 sq mi / 589 tiles	1661 sq mi / 2895 tiles	239 sq mi / 416 tiles	548 sq mi / 956 tiles
Ground Sampling Distance	0.5'	1.0'	1.0'	1.0'
Ortho Resolution	Six Inch (6")	One Foot (1')	One Foot (1')	One Foot (1')
Orthoimagery Accuracy	ASPRS Class 1 for 1:1200 Map Scale (One Foot RMSE)	ASPRS Class 1 for 1:2400 Map Scale (Two Foot RMSE)	ASPRS Class 1 for 1:2400 Map Scale (Two Foot RMSE)	ASPRS Class 2 for 1:2400 Map Scale (Four Foot RMSE)
DEM Source	2011 LiDAR Data – Updated as needed to meet accuracy	2011 LiDAR Data – Updated as needed to meet accuracy	2011 LiDAR Data – Updated as needed to meet accuracy	Latest Available USGS NED data of 1/3 arc seconds (10 meters)
Coordinate System / Datum / Units	Colorado State Plane Central Zone, NAD 83 (1996)	Colorado State Plane Central Zone, NAD 83 (1996)	Colorado State Plane Central Zone, NAD 83 (1996)	Colorado State Plane Central Zone, NAD 83 (1996)
Control Source	CSU FIMS NAVD88 (DEM Update)	NGS, Colorado State Plane Central Zone, NAD 83 (1996) NAVD 88 (DEM UPDATE)	NGS, Colorado State Plane Central Zone, NAD 83 (1996) NAVD 88 (DEM Update)	NGS, Colorado State Plane Central Zone, NAD 83 (1996) NAVD 88 (DEM Update)
Tiled Delivery Format	TIFF/TFW	TIFF/TFW	TIFF/TFW	TIFF/TFW
Mosaic Delivery Format	JP2, MrSID	JP2, MrSID	JP2, MrSID	JP2, MrSID
Imagery Type	RGBNIR	RGBNIR	RGBNIR	RGBNIR
Tile Scheme	PPGA 4000 x 4000	PPGA 4000 x 4000	PPGA 4000 x 4000	PPGA 4000 x 4000

Target Flight Window	March 15 – April 30	April 15 – May 31	June 1 – July 31	June 1 – July 31
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4.6 Sub-Area 1

4.6.1 Image Resolution

Image pixel resolution for Sub-Area 1 shall be six (6) inch.

4.6.2 Ground Sampling Distance

Contractor is not to exceed flying heights for the 6" pixel acquisition. Contractor shall not deviate from these requirements unless prior approval is obtained by the PPGA. Statistical sampling (RMSE) must show that these GSD values are achieved. **Offsets from the required ground sampling distances should not exceed ten percent (10%).**

Sub-area 1: Resolution = 0.5' GSD MAXIMUM

4.6.3 Horizontal Accuracy

All final image products must meet the horizontal accuracy specifications listed below:

- ASPRS Class 1 accuracy standard for 1:1200 mapping. This specifies a point coordinate accuracy requirement in which the horizontal Root Mean Square Error (RMSE) for a minimum of 20 well defined points is less than 1.0 '.

4.6.4 Digital Elevation Model

The existing 2011 DEM ground surface, originally derived from the 2011 LiDAR data, shall be used as the rectification source for the 2016 flight. Contractor shall update any tile or tiles of DEM data in order for the surface to be adequate for accurate orthophoto imagery rectification. Should the DEM for an orthophoto imagery tile need to be updated, the PPGA requires that the DEM be re-delivered in tile format (4000'x4000') containing all DEM data used for that tile. This updated data shall be delivered in a LAS format.

4.6.5 Coordinate System

The coordinate system for this project shall be Colorado State Plane Coordinate System, Central Zone, Datum of NAD83 (1996), units of US Survey Feet. Although limited to the DEM delivery, the Vertical Datum shall be NAVD88.

4.6.6 Flight Dates

Imagery shall be flown when deciduous foliage is under leaf-off condition. Thus, the target flight window shall be from March 15, 2016 to April 30, 2016. The appropriate flight dates are listed below and may be adjusted due to ground or weather conditions upon notification and prior approval of UTILITIES.

Area	Start Date	Finish Date
Area SA-1	March 15, 2016	April 30, 2016

4.7 Sub-Area 2

4.7.1 Image Resolution

Image pixel resolution for Sub-Area 2 shall be one (1) foot.

4.7.2 Ground Sampling Distance (GSD)

Contractor is not to exceed flying heights for the 1' pixel acquisition. Contractor shall not deviate from these requirements unless requested by Contractor and approved by UTILITIES. Statistical sampling (RMSE) must show that these GSD values are being achieved. **Offsets from the required ground sampling distances should not exceed ten percent (10%).**

Sub-area 2: Resolution = 1.0' GSD MAXIMUM

4.7.3 Horizontal Accuracy

All final image products must meet the horizontal accuracy specifications listed below:

- ASPRS Class 1 accuracy standard for 1:2400 mapping. This specifies a point coordinate accuracy requirement in which the horizontal Root Mean Square Error (RMSE) for a minimum of twenty (20) well defined points is less than 2.0 '

4.7.4 Digital Elevation Model (DEM)

The existing 2011 DEM ground surface, originally derived from the 2011 LiDAR data, shall be used as the rectification source for the 2016 flight. Contractor shall update any tile or tiles of DEM data in order for the surface to be adequate for accurate orthoimagery rectification. Should the DEM for an orthophoto imagery tile need to be updated, the PPGA requires that the DEM be re-delivered in tile format (4000'x4000') containing all DEM data used for that tile. This updated data shall be delivered in an LAS format.

4.7.5 Coordinate System

The coordinate system for this project shall be Colorado State Plane Coordinate System, Central Zone, Datum of NAD83 (1996), units of US Survey Feet. Although limited to the DEM delivery, the Vertical Datum shall be NAVD88.

4.7.6 Flight Dates

Imagery shall be flown when deciduous foliage is generally under leaf-off condition. Thus, the target flight window shall be from April 15, 2016 to May 31, 2016. The appropriate flight dates are listed below and may be adjusted due to ground or weather conditions upon prior approval of UTILITIES.

Area	Start Date	Finish Date
Area SA-2	April 15, 2016	May 31, 2016

4.8 Sub Area 3

4.8.1. Image Resolution

Image pixel resolution for Sub-Area 3 shall be one (1) foot.

4.8.2. Ground Sampling Distance

Contractor is not to exceed flying heights for the 1' pixel acquisition. Contractor shall not deviate from these requirements unless approved by UTILITIES. Statistical sampling (RMSE) must show that these GSD values are being achieved. **Offsets from the required ground sampling distances should not exceed ten percent (10%).**

Sub-area 3: Resolution = 1.0' GSD MAXIMUM

4.8.3. Horizontal Accuracy

All final image products must meet the horizontal accuracy specifications listed below:

- ASPRS Class 1 accuracy standard for 1:2400 mapping. This specifies a point coordinate accuracy requirement in which the horizontal Root Mean Square Error (RMSE) for a minimum of 20 well defined points is less than 2.0 '.

4.8.4. Digital Elevation Model

The existing 2011 DEM ground surface, originally derived from the 2011 LiDAR data, shall be used as the rectification source for the 2016 flight. Contractor is expected to update any tile or tiles of DEM data in order for the surface to be adequate for accurate orthophoto imagery rectification. Should the DEM for an orthophoto imagery tile need to be updated, the PPGA requires that the DEM be re-delivered in tile format (4000'x4000') containing all DEM data used for that tile. This updated data shall be delivered in an LAS format.

4.8.5. Coordinate System

The coordinate system for this project shall be Colorado State Plane Coordinate System, Central Zone, Datum of NAD83 (1996), units of US Survey Feet. Although limited to the DEM delivery, the Vertical Datum shall be NAVD88.

4.8.6. Flight Dates

Imagery shall be flown when deciduous foliage is under leaf-on condition yet early enough to minimize shadows and reduce the chance of snow. Thus, the target flight window shall be from June 1, 2016 to July 31, 2016. The appropriate flight dates are listed below and may be adjusted due to ground or weather conditions upon prior approval of UTILITIES.

Area	Start Date	Finish Date
Area SA-3	June 1, 2016	July 31, 2016

4.9 Sub Area 4

4.9.1 Image Resolution

Image pixel resolution for Sub-Area 4 shall be one (1) foot.

4.9.2 Ground Sampling Distance

Contractor is not to exceed flying heights for the 1' pixel acquisition. Contractor shall not deviate from these requirements unless approved by UTILITIES. Statistical sampling (RMSE) must show that these GSD values are being achieved. **Offsets from the required ground sampling distances should not exceed ten percent (10%).**

Sub-area 3: Resolution = 1.0' GSD MAXIMUM

4.9.3 Horizontal Accuracy

All final image products must meet the horizontal accuracy specifications listed below:

- ASPRS Class 2 accuracy standard for 1:2400 mapping. This specifies a point coordinate accuracy requirement in which the horizontal Root Mean Square Error (RMSE) for a minimum of 20 well defined points is less than 4.0 '

4.9.4 Digital Elevation Model

Existing DEM data available from the USGS shall be used as the DEM data source. National Elevation Dataset (NED) available data of 1/3 arc-second, or approximately 10 meters, can be downloaded for free from the USGS using the National Map viewer. CONTRACTOR is responsible for downloading this publically available data to cover Sub-Area 4. Note that available data may be in multiple files and based on different collection years. CONTRACTOR is expected to update or supplement this DEM data, if necessary, to insure that final orthophotos for the area meet specified horizontal accuracy tolerances

4.9.5 Coordinate System

The coordinate system for this project shall be Colorado State Plane Coordinate System, Central Zone, Datum of NAD83 (1996), units of US Survey Feet.

4.9.6 Flight Dates

Imagery shall be flown when deciduous foliage is under leaf-on condition yet early enough to minimize shadows and reduce the chance of snow. Thus, the target flight window shall be from June 1, 2016 to July 31, 2016. The appropriate flight dates are listed below and may be adjusted due to ground or weather conditions upon prior approval of UTILITIES.

Area	Start Date	Finish Date
Area SA-4	June 1, 2016	July 31, 2016

5.0 Overall Aerial Photography Requirements

5.1. Digital Aerial Camera

The aerial camera used shall be a precision large-format digital aerial camera equipped with low distortion, high-resolution optics and high pixel count charge-coupled device (CCD) sensors. It must be capable of:

- Ground resolution equal to or better than 6".
- Generating four-band imagery from separate red, green, blue, and near infrared bands.
- Supporting high geometric accuracy through forward motion compensation and image stabilization.
- Producing images that are compatible with existing softcopy photogrammetric environments (Image station).

A digital camera calibration report shall be submitted. If not, any available results of camera tests completed by the USGS or other organizations independent of Contractor shall be submitted. In addition, to be submitted are 1) the results of testing done by the camera manufacturer and/or Contractor and 2) detailed camera specifications. Contractor shall own the digital aerial camera and that there are spare cameras of the same make and model available should issues occur with camera performance.

5.2. Multi-spectral Image Acquisition

For all project areas, the color (RGB) and near-infrared (NIR) bands are to be acquired simultaneously such that a four band image (RGBNIR) can be created for delivery. Any attempt to use image compression during image acquisition must be approved by the PPGA prior to the start of the project.

5.3. Flight Conditions

To ensure product uniformity, it is imperative that Contractor addresses adherence to the specific flight conditions. Flight time schedules, quality assurance of color balancing processes, continuity between flights and continuity from one sub area to the next are all conditions that must be addressed in Contractor responses.

The sun angle for all flights shall not be less than thirty (30) degrees and orthophoto imagery shall be acquired generally between 10:00 am and 2:00 pm local time. In no case shall orthophoto imagery be undertaken when the ground is obscured by snow; in the presence of obscuring fog or dust; when streams are not within their normal banks; or when cloud shadows appear on more than one percent (1%) of the area in any one image. Photographs shall not contain objectionable shadows (e.g., obscuring roads and other important features) caused by relief or low solar altitude. Contractor shall use photographic targets for use in establishing horizontal control during aerial triangulation, targets should be of an appropriate size to be easily recognizable within the aerial imagery.

5.4. Flight Plans

All flight lines shall be submitted digitally in a standard ESRI shape file format and in the coordinate system specified for the given project area. Flight line features shall be attributed with appropriate identification information. Flight lines may be broken up into flight segments to accommodate terrain changes, atmospheric problems, or military flight approval. Ground sampling distances shall be maintained throughout the flight line, which would be flown at the same altitude. Each segment of a flight line shall be flown continuously, without interruption. The principal points of the first two (2) and the last two (2) exposures of each flight line shall fall outside the boundaries of the area to be covered by the flight, and all side boundaries shall be covered by a minimum of 25% of the photo stereo image format. The principal points of the first two (2) and the last two (2) exposures of each flight segment shall overlap. These flight plans shall be submitted for approval by the PPGA prior to the aerial photography imagery phase. Upon completion of the photographic missions, all revised, final flight lines shall be submitted with photo centers.

Note: There are several military reservations within the project area. Authorization for over flights of these areas and for flights within Traffic Control Zones associated with both military and civil air operations may have to be secured, and shall be the responsibility of Contractor to do so. The PPGA, if requested, can set up a meeting with Colorado Springs municipal airport and Ft Carson officials (Ft. Carson absolutely requires overflight authorization) to assist with flight coordination and other communication requirements. All final arrangements shall be the responsibility of Contractor and must be reported to UTILITIES. Any issues securing clearance in these areas must be reported to the PPGA within twenty-four (24) hours.

5.5. Re-flights

Unacceptable orthophoto imagery shall be corrected, at no additional cost to UTILITIES. The re-flight coverage shall overlap the accepted orthophoto imagery by at least two (2) stereo models. Re-flights fall under the same quality control standards and guidelines as all other imagery in this project. Upon completion of the re-flight(s), Contractor shall submit a detailed quality control report to the PPGA project manager for approval based upon stated specifications.

5.6. Aircraft

Any aircraft to be used on the project shall be equipped with all essential navigational and photographic instruments, including Airborne Global Positioning Satellite (ABGPS) enhanced navigational systems. All aircraft must be operated by a well-trained and experienced crew. Performance of the aircraft shall be adequate to complete the proposed project in accordance with the technical specifications. All operations shall be in conformity with the applicable official regulations and ordinances. Appropriate Federal Aviation Administration documentation indicating that the aircraft used is within current requirements and operating specifications shall be submitted by Contractor prior to the first flight in which the aircraft is used on the project. Contractor shall provide evidence that all aircraft used for this project are properly insured.

The aircraft shall have a proven service ceiling with an operating load of not less than five percent (5%) above the highest altitude requirements to secure the specified orthophoto imagery. It is not mandatory, but it is preferred, that Contractor own the aircraft used for the OP 2016 project and that Contractor has access to a backup aircraft.

5.7. Spacing of Images

Overlapping images in each flight line and between flight lines shall provide full stereoscopic coverage of the area to be mapped in accordance with the end lap and side lap specifications.

5.8. End lap

Images used as stereoscopic pairs shall have overlap of between fifty-five percent (55%) and sixty-five percent (65%) in the respective frames. Consecutive images in each flight line shall have an end lap of approximately sixty percent (60%) to ensure full stereoscopic coverage.

5.9. Side lap

Side lap between adjacent parallel flight lines shall be adequate to satisfy the requirement for stereoscopic coverage, and shall be approximately thirty percent (30%), plus or minus five percent (5%).

5.10. Crab

Any flight or portion thereof in which crab is in excess of three degrees (3°) shall be cause for rejection of orthophoto imagery. Contractor shall describe how the proper crab shall be maintained and documented throughout the flight.

5.11. Tilt

Tilt of the camera from vertical at the instant of exposure shall not exceed three degrees (3°), nor shall it exceed five degrees (5°) between successive exposure stations. Average tilt over the entire project shall not exceed one degree (1°). Contractor shall describe how the proper tilt shall be maintained and documented throughout the flight.

5.12. Flight Height

Proper flight heights must be maintained in order to meet the ground sampling distance requirements as outlined in Part 4 of this document. The departure above or below the flying height required to maintain the specified photo scale must not exceed five percent (5%). Contractor shall describe how the proper flying height shall be maintained and documented throughout the flight.

5.13. Flight Data Tagging

Contractor shall provide a digital photo flight line index containing the geographic centers of each flight line in an ESRI shape file format. The index shall be in the coordinate system specified for this project and must include the following information.

- Flight line number
- Exposure number/IDTime of day of exposure (in the format: hr:min:sec)

- Date of flight line flight (in the format: mm/dd/yyyy)
- Elevation in feet above sea level
- Scale of orthophoto imagery
- Ground Sampling Distance

5.14. Disposition of the Original Imagery

The original orthophoto imagery and products provided shall be the property of the PPGA. Delivery of the original imagery to UTILITIES in TIFF format is required; methods (e.g., portable disk transfer) for accomplishing this task shall be described in Contractor’s response. Contractor shall not make, sell, or loan copies of this data except as approved in writing by UTILITIES.

5.15. Photo Point Index

Contractor shall provide a digital photo point index containing the geographic centers of each original image in an ESRI shape file format. The index shall be in the coordinate system specified for this project and must include the following information:

- Flight line number
- Exposure number/IDTime of day of exposure (in the format: hr:min:sec)
- Date of exposure (in the format: mm/dd/yyyy)
- Time of day of exposure (in the format: hr:min:sec)
- Elevation in feet above sea level
- X Location of Point
- Y Location of Point
- Scale of orthophoto imagery
- Ground Sampling Distance

6.0 Survey Control and Analytical Triangulation Requirements

6.1 Ground Control Points

Contractor shall need to select and use a sufficient number of ground control points as necessary to facilitate both Airborne GPS data capture and sufficient ground referencing. Contractor should identify the desired location of the ground control points as part of their operational flight map. These points shall be delivered to the PPGA in a standard ESRI shape file format, in the coordinate system specified for this project and must include the following information:

- Point Name
- X Location of Point
- Y Location of Point
- Z Location of Point

6.2 Survey Control

Survey control points currently exist across a portion of the project area, generally within the Colorado Springs city limits. A brief description of the existing control for each sub-area is outlined below. The Colorado Springs Utilities Land Base Services group shall be available to

Contractor to help identify survey control points within the Colorado Springs city limits as needed for this project. In addition, the City of Fountain can help identify control in the Fountain area, but if additional control is needed in that area, Contractor is responsible for collection. Contractor is responsible for control in all other areas. Sub area delineations can be found in Appendix B-1. Note that delivery area order must be maintained. Delivery area order shall not be changed without the consent of the PPGA.

Sub-Area 1

Portions of Sub-Area 1 have been photographed and mapped under a number of previous projects and therefore most of the area has sufficient control to ensure proper adjustment of new imagery. The PPGA shall work with Contractor to provide existing control point information within this area.

In the event that new control is required, the PPGA shall provide all survey services within the city limits. UTILITIES shall supply to Contractor reports of any survey efforts indicating the accuracy attained in capturing new control points. All surveying shall be conducted under the direct supervision of a licensed Colorado Professional Land Surveyor. The accuracy of any new control surveys shall meet or exceed the accuracy requirements for this project.

Contractor shall be responsible for collecting new control outside of the city limits. Contractor must fully justify any requirement for additional control to the PPGA. Upon completion of new survey control, a digital survey report shall be produced by Contractor and delivered to the PPGA project manager for approval. The accuracy of any new control surveys shall meet or exceed the accuracy requirements for this project.

Sub-Area 2

Portions of Sub-Area 2 have been photographed and mapped under a number of previous projects and therefore most of the area has sufficient control to ensure proper adjustment of new imagery. UTILITIES shall work with Contractor to provide existing control point information and for any additional control that may be needed to cover any new areas within Sub-Area 2. It is doubtful that any new control is needed within this area.

In the event that new control is required in this area, Contractor shall provide all survey services. Contractor must fully justify any requirement for additional control to the PPGA. Upon completion of new survey control, a digital survey report shall be produced by Contractor and delivered to the UTILITIES project manager for approval. All surveying shall be conducted under the direct supervision of a licensed Colorado Professional Land Surveyor. The accuracy of any new control surveys shall meet or exceed the accuracy requirements for this project.

Sub-Area 3

Sub-Area 3 is the smallest of the sub-areas but is also the most remote. All of Sub-Area 3 has been photographed and mapped under a number of previous projects and therefore most of the area has sufficient control to endure proper adjustment of new imagery.

In the event that new control is required in this area, Contractor shall provide all survey services. Contractor must fully justify any requirement for additional control to UTILITIES. Upon completion of new survey control, a digital survey report shall be produced by Contractor and delivered to UTILITIES project manager for approval. All surveying shall be conducted under the direct supervision of a licensed Colorado Professional Land Surveyor. The accuracy of any new control surveys shall meet or exceed the accuracy requirements for this project.

Sub-Area 4

Sub-Area 4 consists of the entirety of Teller County that is not already part of another sub-area.

In the event that new control is required in this area, Contractor shall provide all survey services. Upon completion of new survey control, a digital survey report shall be produced by Contractor and delivered to UTILITIES project manager for approval. All surveying shall be conducted under the direct supervision of a licensed Colorado Professional Land Surveyor. The accuracy of any new control surveys shall meet or exceed the accuracy requirements for this project.

6.3 Control Point Data

Data depicting the control points utilized for this project shall be delivered to UTILITIES in a standard ESRI shape file format and shall be in the coordinate system specified for this project. Note that all points must also include elevation (Z) coordinate information as an attribute.

6.4 Aerial Triangulation Standards

Fully analytic aerial triangulation shall be used during this project in order to obtain high accuracy solutions for all project areas. Second generation orientation techniques are not to be used on this project. Contractor shall ensure UTILITIES that all equipment, software, and procedures used during the Aerial Triangulation process are acceptable to meeting this requirement.

The aerial triangulation solution shall adequately control all aerial imagery to facilitate accurate ortho-rectification of the imagery. At a minimum, the positional accuracy of pass and tie points established through the aerial triangulation process shall meet or exceed each of the following conditions:

- Root mean square error (RMSE) of the final block adjustment at all control and check points shall not exceed 1/7500 of the flight height.
- The maximum allowable error of any point shall not exceed $\pm 1/5000$ of the flight height.

Contractor should employ checkpoints to validate the accuracy of the aerial triangulated solution. Contractor should report the results of the check to UTILITIES before proceeding with any ortho-rectification. Should these results fail to meet project accuracy standards, UTILITIES reserves the right to halt project progress until corrective actions have been put in place to correct the situation.

6.5 Aerial Triangulation Check Points

Check points are horizontal/vertical control points that have been established by ground control procedures throughout the photo block for accuracy checking purposes. At the discretion of Contractor, checkpoints may be used to improve the aerial triangulation results. Contractor shall notify UTILITIES of the locations of any check points used within the final solution. The positional values of these points may subsequently be used in the aerial triangulation adjustment once the checks have been evaluated and approved. Independent of these check points, UTILITIES shall use its own set of checkpoints to independently validate from the CONTRACTOR deliverable product.

6.6 Aerial Triangulation Report

Upon completion of all aerial triangulation work or for any required sub-block adjustments, Contractor shall deliver two separate reports for the PPGA to review. The first report shall be an overview report of flight, control, and exposure information, and shall include, but shall not be limited to, the following items:

- Control and flight line indexes
- Exposure stations
- Control points (properly labeled)

The second report shall be an Aerial Triangulation report outlining the results of the AT process. This report shall include, but shall not be limited to, the following items:

- All geometric closure errors for survey control points
- Computed coordinates of all control, pass, and check point locations
- Identification of all points to include:
 - Which points were included in the AT solution
 - Which points were discarded from the AT solution
 - Explanation of why points were discarded
 - Weighting factors applied to all points used in the AT solution

Reports shall also include, at a minimum, a brief narrative that describes the overall AT process including equipment used, procedures, software, RMSE summaries, bundle adjustment solution results, and geometric closure errors. Also included should be significant issues (misfits) encountered at control points and the steps taken to analyze the problem and solutions to rectifying these discrepancies.

7. Digital Imagery Requirements

7.1. Delivery Areas

Orthophotos shall be delivered for each Sub-Area of this project, as described in Section 3 of this Statement of Work. Delivery areas are delineated in Appendix B-2. Delivery area order shall not be changed without the consent of UTILITIES.

7.2 Radiometry

UTILITIES expects Contractor to process raw imagery at the highest bit depth possible in order to achieve optimum effectiveness. Orthophotos shall be delivered in the following formats listed below.

- 8 bit, 4 Band (Red, Green, Blue, Near-Infrared)

7.3 Image Quality

Orthophotos shall not contain defects such as missing pixels, pixel color anomalies, excessive color bleed, etc. Contractor is expected to correct any distortions caused by elevated or depressed structures such as bridges, railroad beds, overpasses, or steep terrain. Any images that are delivered to UTILITIES with these types of anomalies shall be rejected. In addition, visible image seams or sutures within a digital orthophoto shall also be rejected, including any with edge or feather effects. Furthermore, orthoimagery with evidence of imagery manipulation, such as copy/paste of pixels, shall be rejected by UTILITIES.

7.4 Image Mosaic

Creating image mosaics is an essential part of producing a digital orthoimagery. The methods used to mosaic imagery are critical to the final product produced. Where digital orthoimages are mosaiced, it is essential that proper color, contrast and brightness be maintained across such areas so that visual effects are essentially eliminated. All radiometric correction processes must result in minimal radiometric seams within or between flight lines. Images must also be well edge matched such that tonal values are consistent across edges. Finally, Contractor should use advanced color balancing techniques in order to create an output dataset that has a seamless context across the entire project.

7.5 Data Structure

Digital orthoimagery data shall be delivered in a TIFF format with associated world (TFW) files. Files shall be named and sized (4000' x 4000') according to the tile layout provided by UTILITIES. Data should be transferred to UTILITIES using portable disk technology. If applicable, UTILITIES requires that Contractor perform anti-virus software checking of all portable disks prior to any delivery to UTILITIES.

7.6 Quality Acceptance / Acceptance Standards

Contractor shall provide orientation to its employees assigned to this project so that all employees clearly understand the requirements and deliverable specifications of the project. Contractor shall also perform quality assurance checks of the data prior to delivery of the data to UTILITIES and shall provide evidence of such quality assurance checks by delivering a QA report with each delivery. In addition to that undertaken by Contractor, UTILITIES shall perform its own quality acceptance check. Acceptability of deliveries of data shall occur when all digital files and digital orthophotos delivered meet all project requirements regarding file structure and conformity as per UTILITIES review. **UTILITIES shall provide feedback on all orthoimagery deliverables within 21 days of receipt of data.**

7.7 Project Wide Mosaic

Upon completion and acceptance of orthoimagery tiles and completion of sub-areas, Contractor is to produce project wide mosaic datasets for the areas and formats listed below.

- One JP2 file covering the Entire Project Area
- One MrSID file covering the Entire Project Area
- One JP2 file covering the PD Areas 1-3
- One MrSID file covering PD Areas 1-3
- One JP2 file covering PD Area 4

Compression parameters shall be discussed and agreed upon prior to delivery.

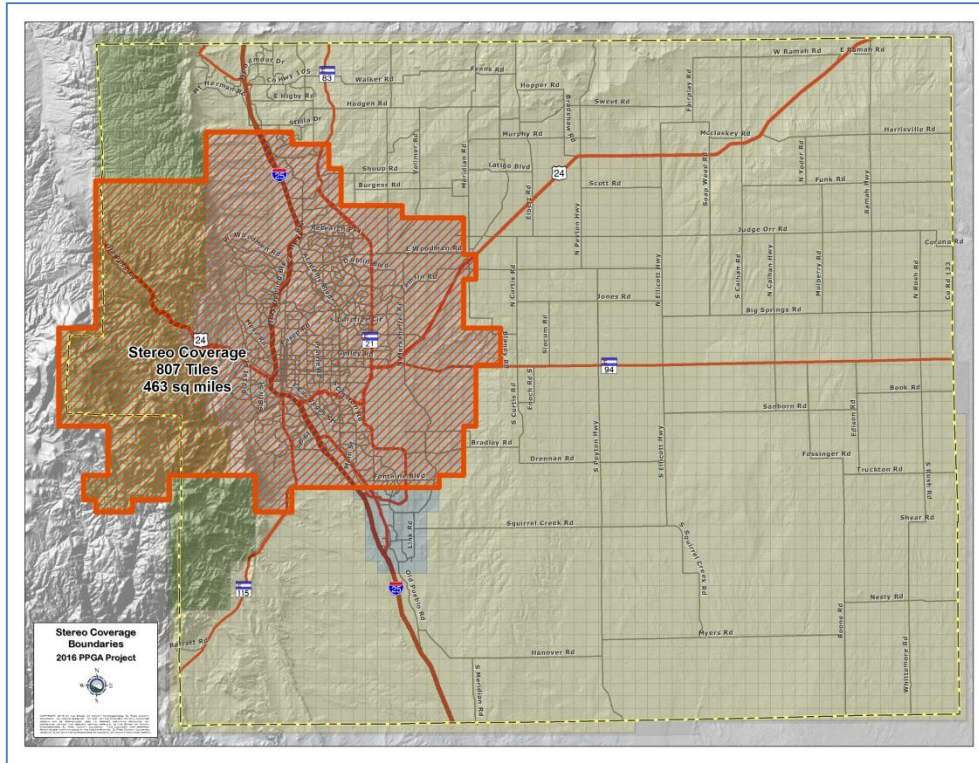
7.8 Labor Resources

UTILITIES *requires* that all work completed by Contractor be performed in the United States by employees located at that site. Should Contractor need additional production resources from outside vendors or other Contractor offices in order to adhere to the project schedule, the PPGA must be notified and approve such changes prior to implementation.

8.0 Digital Stereo Pair Requirements

Digital stereo pairs are a required deliverable for the area outlined below and covers approximately 463 square miles. Stereo pair delineations can be found in Appendix B-3. All digital stereo pairs for delivery shall be processed using Intergraph's Imagestation Photogrammetry Suite, and more specifically with the Imagestation Analytical Triangulation (ISAT) module. As part of this delivery, the following information related to the stereo models shall also be included with the delivery to the UTILITIES:

- Photo Position – photo center x,y,z , with Z being the above ground average
- Omega, Phi, Kappa values
- Camera Calibration
- Photo Direction
- 6 Interior orientation coefficients
- 6 exterior orientation parameters



Deliverable Stereo Coverage Extents

9.0 Deliverable Products and Acceptance

9.1. Deliverables

Deliverable products include information being exchanged from Contractor to the UTILITIES. **A complete list of deliverable products can be found in Appendix A.**

9.2. Project Deliverable Acceptance

All products must meet the specifications agreed to in the resultant contract. All deliverable products shall be reviewed by UTILITIES to determine whether the products are acceptable.

An acceptance program shall be executed based on a thorough review of the prototype delivery and the proper completion of the above deliverables. The prototype calls for the early delivery of three (3) separate locations (representing each Sub-Area) that contain four (4) contiguous tiles each.

UTILITIES shall use all specification and requirement criteria outlined in this document and accompanying appendices to determine acceptance and rejection of all identified deliverables.

After acceptance checking, products shall be either:

1. **ACCEPTED** - Products that meet specifications and contain no errors, or so few errors as to be

acceptable to UTILITIES, shall be formally indicated as ACCEPTED. UTILITIES shall notify Contractor of the products accepted. Payment for work completed shall not be made until the products are accepted by UTILITIES.

2. **REJECTED** - This means that the number and character of the errors detected by UTILITIES are such that the products are returned to Contractor. UTILITIES shall formally notify the Contractor of the REJECTED status of the products. Contractor must edit and correct the products for resubmittal to UTILITIES for its quality control edit. If, at the sole discretion of UTILITIES, there are an undue number of rejected products, the UTILITIES may require Contractor to suspend production until the problems contributing to the rejections are identified and corrected.

Execution of the correction procedure shall not affect the overall production schedule.

10.0 Schedule

UTILITIES desires the 2016 project to begin on March 15, 2016 and expects the project to be completed no later than March 1, 2017. UTILITIES understands that weather and seasonal conditions may have an effect on the overall timing of the project and has attempted to build extra time into the schedule to accommodate for those possibilities. Should portions of the project be delayed by weather or ground conditions, UTILITIES requires the project to be completed by the original March 1, 2017 deadline. Should extensive delays occur during the project; the UTILITIES shall review the schedule and make appropriate changes if necessary. ***The preliminary schedule for this project can be found in Appendix C.***

11.0 Performance Requirements

The UTILITIES and Contractor recognize that time is of the essence concerning this agreement and that the UTILITIES shall suffer financial loss if the services provided by Contractor are not completed within the times specified in the schedules outlined in this scope, including any extensions thereof. UTILITIES and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the UTILITIES if the services of this scope of work are not completed on time.

The PPGA reserves the right to terminate the contract with Contractor if the following project milestones or specifications do not occur according to schedule or are not met, respectively:

- Target flight windows are missed by Contractor (as noted above for each section, flight dates)
- Non-compliance of mapping specifications by Contractor
- Non-usage of specified DTM/DEM by Contractor
- Orthoimagery has been excessive manipulated by Contractor through copy/paste methods

12.0 Project Completion

Upon delivery and final acceptance of all data deliveries, the project shall be deemed complete.

At that time, the PPGA shall provide Contractor with a formal letter indicating final acceptance of the data and overall completion of the project. At that point, the data shall be considered under warranty as specified in section 9 of this document.

Appendix A

Deliverables

2016 Pikes Peak Geospatial Alliance Orthoimagery Project

1 Deliverable List

The following matrix shows deliverable data from **_Contractor** to the PPGA as described in the Scope of Work (SOW).

Data	Section
Project Schedule	Section 3.2
Digital Elevation Model	Sections 4.6.4, 4.7.4, 4.8.4
Camera Calibration Report and/or other camera specifications and test results	Section 5.1
Digital set of flight Line Plans	Sections 5.4, 5.13
Fort Carson flight approval	Section 5.4
Aircraft FAA Documentation	Section 5.6
Raw image delivery	Section 5.14
Digital photo point center index	Section 5.15
Digital ASCII files of the survey control reports	Section 6.1
Ground control points	Section 6.1
Digital point dataset of the control points utilized	Section 6.3
Aerial Triangulation report, results, and narrative	Section 6.6
15 project deliverable areas - digital orthoimagery of 4 band RGBNIR	Section 7.2
QA file with deliverable	Section 7.6
Project area and city specific mosaic images	Section 7.7
Digital Stereo Pairs	Section 8
Prototype areas - digital orthoimagery of 4 band RGBNIR	Section 9.2

Area Delineation Diagrams

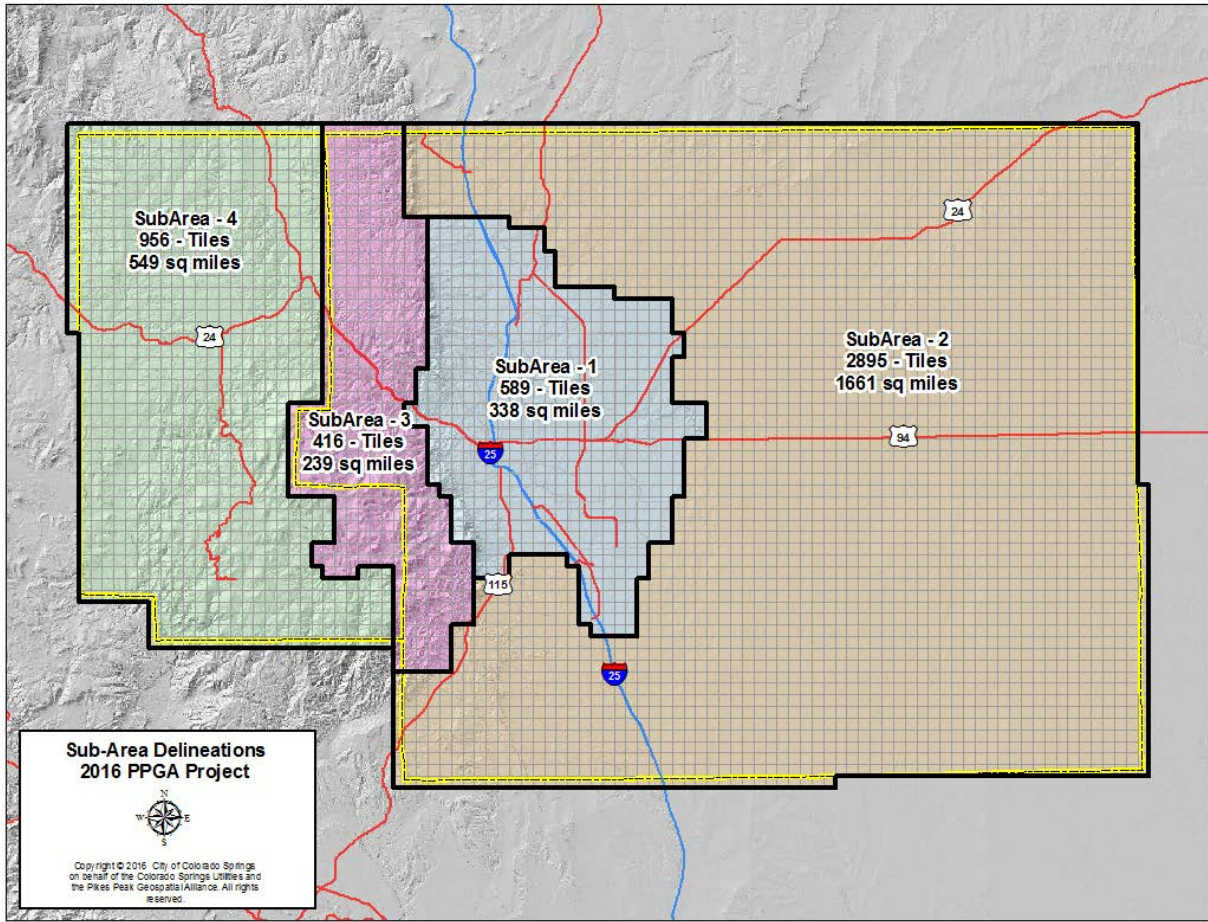
2016 Pikes Peak Geospatial Alliance Orthoimagery Project

Contents

1	Sub-Area Delineations	3
2	Delivery Area Delineations.....	4
3	Stereo Coverage Delivery Extents.....	5

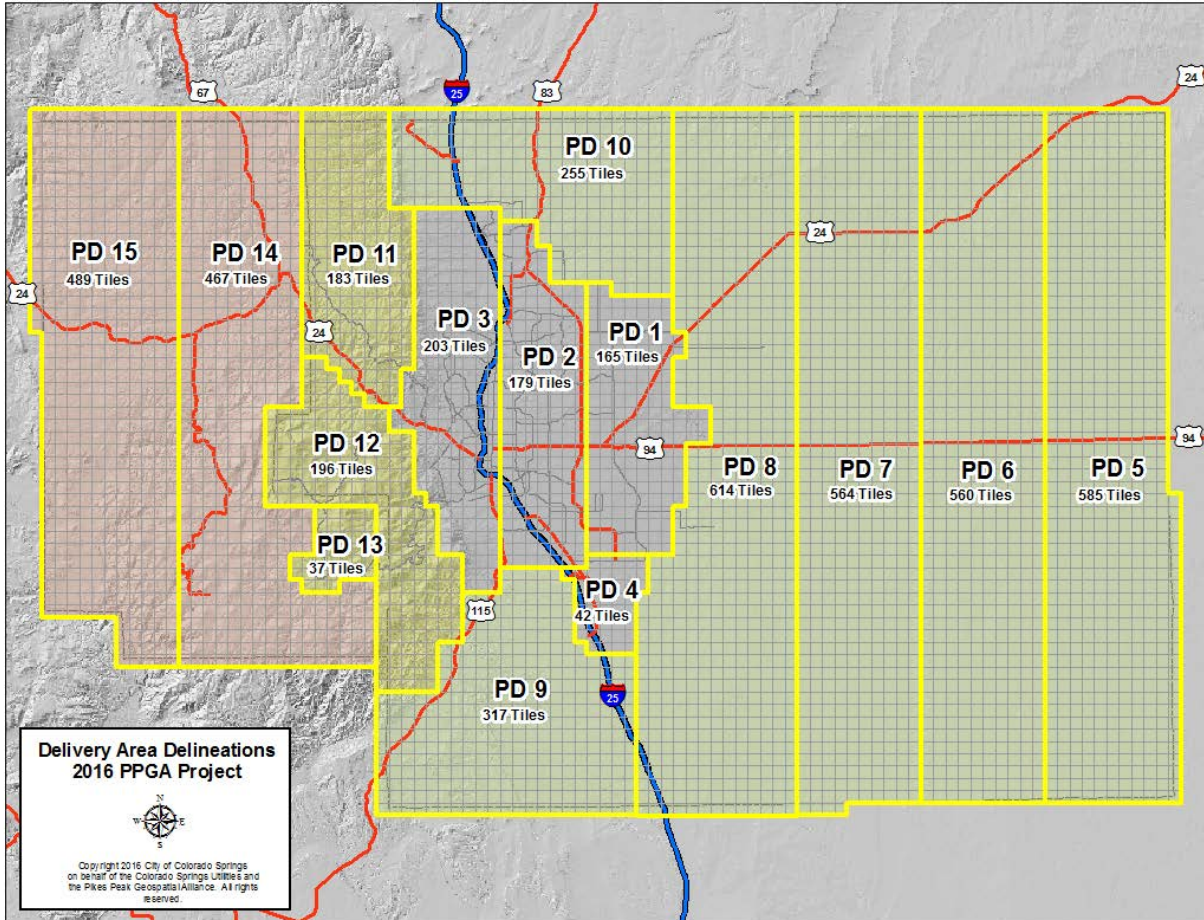
1 Sub-Area Delineations

Sub Areas include areas SA 1 (6''), SA 2 (Plains 1'), SA 3 (Mountains 1') and SA 4 (Teller County 1').



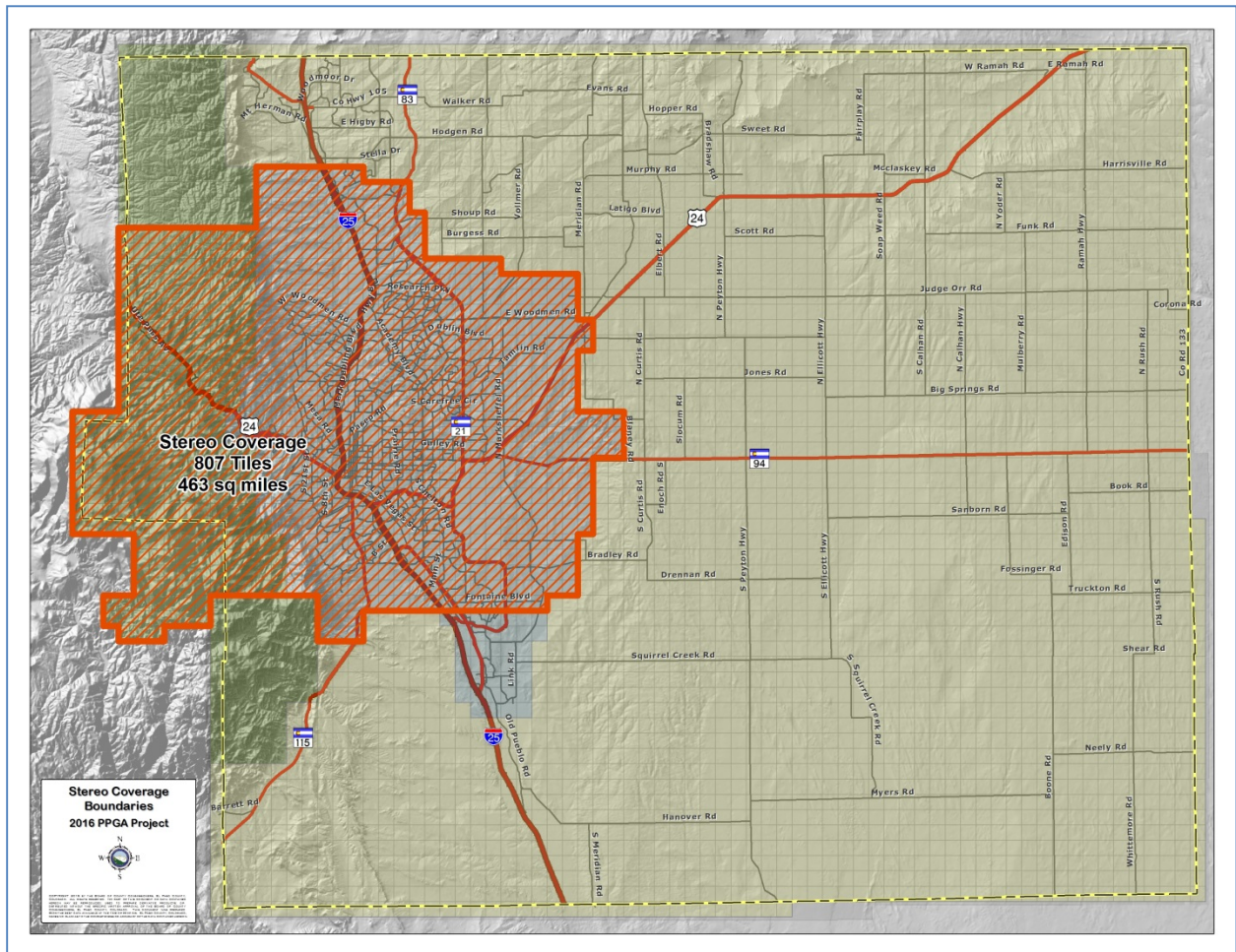
2 Delivery Area Delineations

Delivery areas include PD 1 - PD 4 (6"), PD 5 - PD 10 (Plains 1'), PD 11 – PD 13 (Mountains 1') and PD 14 – PD15 (Teller County 1'). Delivery areas are to be maintained and not modified by CONTRACTOR without prior approval from UTILITIES.



3 Stereo Coverage Delivery Extents

Delivery of Stereo models should be extended to the limits outlined below.



Schedule

2016 Pikes Peak Geospatial Alliance Orthoimagery Project

1 Schedule

The following table outlines the major schedule milestones for the 2016 Pikes Peak Geospatial Alliance (PPGA) orthoimagery project. The PPGA understands that poor weather and undesirable ground conditions could lead to delays in aerial acquisition. However, poor planning, resources issues, or other items caused by poor performance by CONTRACTOR are not appropriate reasons for schedule changes. Initial schedule dates cannot be changed without prior written approval by the PPGA. Note, that it is the intention of the PPGA to complete this project by March 1, 2017

Currently, this schedule is considered to be a simplified preliminary schedule and will be mutually reviewed and revised during the project kickoff phase such that dates for initial delivery, PPGA quality review, corrections, and final acceptance can be defined.

Notice to proceed	February 1, 2016
Begin Sub-Area 1 flights	March 15, 2016
Begin Sub-Area 2 flights	April 15, 2016
Conclude Sub-Area 1 flights	April 30, 2016
Conclude Sub-Area 2 flights	May 31, 2016
Begin Sub-Area 3/4 flights	June 1, 2016
Conclude Sub-Area 3/4 flights	July 31, 2016
Final Acceptance of all data, Project Complete	March 1, 2017

EXHIBIT B

RATES



Corporate Headquarters
1935 Jamboree Drive
Suite 100
Colorado Springs, CO 80920

Phone: 719.593.0093
Toll-Free: 1.866.726.2676
Fax: 719.528.5093
www.sanborn.com

January 18, 2016

Re: RFP-LS-124368 2016 Pikes Peak Geospatial Alliance Orthoimagery Project

Sanborn Pricing - PPGA 2016			
Area/GSD	Sq. Miles	\$/mile	Total
Area 1 (6-Inch)	338	\$124.43	\$42,057.34
Area 2 (12-Inch)	1661	\$36.42	\$60,493.62
Area 3 (12-Inch)	238	\$121.00	\$28,798.00
Area 4 (12-Inch) (Option)	548	\$60.95	\$33,400.60
Area 1-3 Total			\$131,348.96
Area 1-4 Total			\$164,749.56

Cost Breakdown				
Line Items	Area 1	Area 2	Area 3	Area 4
Acquisition	\$21,949.60	\$36,267.76	\$20,854.71	\$24,258.01
Survey	\$2,979.79	\$2,627.43	\$353.23	\$2,653.69
Ortho	\$17,127.95	\$21,598.43	\$7,590.06	\$6,488.90
Total	\$42,057.34	\$60,493.62	\$28,798.00	\$33,400.60

January 18, 2016

Proposed Teller County Acquisition and Production Schedule: Sanborn proposes to acquire Teller County at the same time as El Paso County Sub-area 3. Production of the ortho imagery will coincide with the deliveries of Sub-area 3 of El Paso County. If a revision to this proposed schedule is required, Sanborn has the flexibility and capacity to meet the needs of individual partners of the PPGA program.

Mr. Jason Caldwell, Vice President, Business Development
1935 Jamboree Drive, Suite 100, Colorado Springs, CO 80920
1.866.SANBORN (726-2676) toll free
(719) 264-5547 direct,
(719) 528-5093 fax,
(719) 649-3821 cell, and
jcaldwell@sanborn.com

Sincerely,

A handwritten signature in blue ink that reads "Jason Caldwell". The signature is written in a cursive, flowing style.

Jason Caldwell
Vice President of Business Development and Sales

Exhibit M

Colorado Springs Utilities CONTRACTOR Security Awareness Policies and Procedures

1. Wearing UTILITIES ID Badges.

CONTRACTORS will wear Colorado Springs Utilities (UTILITIES) issued ID badges on an external garment, above the waist while on UTILITIES property. The only exception to this policy is if wearing the badge creates a safety concern. If wearing the badge creates a safety concern the badge may not be worn but must be kept on the person while on site and, if asked, must be shown.

2. Sharing ID Badges and Access Cards.

Sharing ID and access cards with anyone else for any reason (i.e. to gain access to a UTILITIES site or facility) is strictly prohibited.

3. Piggybacking.

Piggybacking is defined as following a person through an entry gate or door without coordinating entry with the onsite Security Officer or following another person through an entry gate or door without using your own access card. Piggybacking into any UTILITIES site or facility is strictly prohibited.

4. Reporting Criminal Activity.

If, at any time while on UTILITIES property, a criminal act of any type is suspected, CONTRACTOR will immediately report the incident to the onsite Security Officers or call UTILITIES Security Control at 668-STOP (7867). If the observed incident is life threatening, CONTRACTOR shall immediately call 911 and then notify UTILITIES Security.

5. Reporting Suspicious Activity.

If, while working on any UTILITIES site or facility, CONTRACTOR observes someone performing an act of Sabotage (Known or Suspected) CONTRACTOR will immediately report the observation to UTILITIES Security at 668-STOP (7867). UTILITIES defines Sabotage as:

5.1. Known Acts of Sabotage.

There are known or confirmed sabotage events where there is no question that a deliberate act has been committed to disrupt operations or damage facilities or equipment. Some of the obvious acts may include:

- Tampering with transmission towers, poles, facilities, equipment, vehicles or other UTILITIES facilities
- Disrupting operations by false or real threats (bomb, fire, etc.)
- Causing intentional failure of critical systems or machinery

Exhibit M

Colorado Springs Utilities CONTRACTOR Security Awareness Policies and Procedures

- Deliberate damage to, and/or, interference with communications sources (including, but not limited to, Energy Management System (EMS), Supervisor Control and Data Acquisition (SCADA), Remote Terminal Units (RTUs), essential communications, and/or other IT Security Devices, networking infrastructures, and servers)
- Multiple and coordinated attempted physical intrusions to a Restricted, No Trespassing, and/or "Authorized Individuals Only" identified area

5.2. Suspected Acts of Sabotage.

Suspected sabotage events can look like everyday abnormal operations, such as:

- Loss of a line or major piece of equipment
- Trip of a major unit
- Relay misoperation
- Significant interruption or impairment of a function of an energy facility
- Loss of RTU communications circuitry and/or infrastructure services
- Large number of unauthorized cyber or physical attempts to access critical facilities or systems
- Intelligence gathering - unauthorized people requesting information about operations, software, telecommunications, etc.
- Unauthorized physical and/or cyber surveillance activities
- Verbal or written threats to security, operations or facilities by employees or persons not directly associated with the company
- Acts of vandalism on substations or transmission and distribution lines that support critical government agencies or power system operation facilities
- A series of acts of vandalism at numerous substations (within UTILITIES service area, or reported across interconnections) within a short period of time that demonstrate a possible plan to disrupt the bulk electric system
- Social engineering- the art of manipulating people into performing actions or divulging confidential information such as: spear-phishing and impersonation of another person on the phone

Exhibit M

Colorado Springs Utilities CONTRACTOR Security Awareness Policies and Procedures

- Damage to facilities, equipment or vehicles at various facilities effecting operations

6. Securing UTILITIES Buildings and Vehicles.

If working at a UTILITIES building CONTRACTOR will always ensure the building doors are secure upon entering or exiting the building. If operating a UTILITIES vehicle CONTRACTOR will always secure the vehicle anytime it is left unattended.

7. Site Access Processes.

UTILITIES has two ways for CONTRACTOR personnel to gain unescorted access to its sites, including the Entry Authorization List (EAL) and the UTILITIES CONTRACTOR Badge process. CONTRACTOR shall contact the UTILITIES Project Manager to determine which process is required.

- If CONTRACTOR personnel are listed on an EAL the individual shall provide a state or federal issued picture ID to Security to validate identity. Note: UTILITIES prefers to use state Drivers Licenses as its primary means of identifying personnel entering UTILITIES sites or facilities.
- Other acceptable forms of identification include:
 - Military ID (Retired or Active)
 - US Immigration and Customs Enforcement issued ID's

If any of CONTRACTOR's employees listed on an EAL terminate employment for any reason, CONTRACTOR will notify the PM of this change within 24 hours. CONTRACTOR will also send an e-mail to the UTILITIES Security Control Center at eal@UTILITIES.org with the person's full name so the individual can be removed from the EAL.

8. Weapons Policy.

Open or concealed carrying of a firearm on UTILITIES property is not permitted. CONTRACTORS may not have firearms on their person or in a vehicle while on UTILITIES property.

9. Drug & Alcohol Usage and Drug Possession.

UTILITIES conforms with Federal Law as it pertains to drugs, alcohol usage, drug usage and possession. Illegal drugs (to include marijuana) will not be brought onto or consumed on UTILITIES property. CONTRACTOR employees will be escorted off of UTILITIES properties that are under the influence of drugs or alcohol.

10. Site Operating Hours.

UTILITIES normal business hours are Monday – Friday from 8 AM to 5 PM. If the project will require site access outside of these hours the UTILITIES Project Manger must specify on the

Exhibit M

Colorado Springs Utilities CONTRACTOR Security Awareness Policies and Procedures

EAL what hours CONTRACTOR is authorized to be onsite and what site will require access.

11. Video/Photography on UTILITIES Sites.

If CONTRACTOR requires any video or photography on a UTILITIES site this must be coordinated with the UTILITIES Project Manger. The UTILITIES Project Manager or sponsor must be present while any videos or photographs are taken.

12. CONTRACTOR Termination/Separation.

When CONTRACTORS work agreement is complete or terminated, CONTRACTOR shall collect and return all ID badge/access control cards to the UTILITIES Project Manager. These badges will be returned to Security Operations by the receiving PM. At UTILITIES discretion a penalty of \$100.00 may be charged for each UTILITIES badge not returned upon contract completion, termination or cancellation. This penalty may be recovered from any remaining payment UTILITIES owes the CONTRACTOR at the completion, termination or cancellation of the contract.

13. Right to Search.

UTILITIES reserves the right to search all vehicles entering and exiting UTILITIES sites. All personal containers, lunch boxes, brief cases, etc. are subject to search at our security entry points. Failure to submit to these searches will be grounds for UTILITIES to refuse access to the site or facility.

14. Theft/Stealing.

Any CONTRACTOR employee(s) caught in the act of stealing UTILITIES property, or in possession of UTILITIES property without prior approval, will be removed from said property and subject to legal recourse. In addition, the individual(s) will be banned from UTILITIES property and CONTRACTOR's relationship with UTILITIES could be jeopardized, including, but not limited to, termination of existing contracts, suspension and debarment.

15. Verbal/Physical Altercations.

CONTRACTORS involved in verbal or physical altercations with UTILITIES employees or another CONTRACTOR will be subject to removal from UTILITIES property, losing contractual associations with UTILITIES, and possible criminal charges, depending on the severity of the altercation.

16. Other Security Requirements.

Depending on the project other security requirements than those outlined in this document may be required when performing work on UTILITIES sites/facilities. If required these additional security requirements will be stipulated in the project contract.

EXHIBIT T

COLORADO SPRINGS UTILITIES CONTRACTOR TRAVEL REIMBURSEMENT POLICY

1. Introduction.

Any contractor working for Colorado Springs Utilities should use sound business judgment in determining the need for travel and the expenditure of financial resources. This policy is provided to assist the contractor in its compliance with contractual requirements.

The contractor will not be reimbursed for excess costs caused by:

- o An indirect route as a matter of personal preference
- o Premature departure for personal reasons from a temporary location; or
- o Extending a stay for personal reasons.

2. Applicability.

In order to receive Lodgings-Plus per diem reimbursement, the contract with Colorado Springs Utilities must allow for travel. The contractor must be on a temporary assignment that is at least 50 miles in distance from both his/her office and residence. If a temporary assignment concludes during the workday and is located within 50 miles of the contractor's office or residence, the contractor is expected to return to his/her residence; and lodgings-plus per diem reimbursement is not allowable.

The cost of travel for spouses, other family members, and friends is not allowable under any circumstances.

3. Travel Authorization

Contractors shall ensure that all travel on behalf of Colorado Springs Utilities is necessary and allowable under the terms of the contract documents. The assigned project manager for the Colorado Springs Utilities contract shall authorize all travel and approve travel vouchers reflecting travel expenditure for the contractor.

4. Air/Rail Travel

All air/rail travel should be in coach class only, unless the contractor bears the cost of the difference between coach and first class. Travel must be approved in advance by the assigned project manager.

If a restricted fare is booked and the contractor requires a change which is approved by the Colorado Springs Utilities project manager, a reasonable exchange fee may be claimed.

5. Rental Cars

All requests for rental cars must be in writing and approved by the Colorado Springs Utilities project manager in advance. The use of rental cars, even if authorized, must be justified by the traveler and appropriate documentation must be submitted for reimbursement. Claims for rental car gasoline must be supported by original receipts.

EXHIBIT T

COLORADO SPRINGS UTILITIES CONTRACTOR TRAVEL REIMBURSEMENT POLICY

6. Lodging

The contractor should make use of corporate rates or other discounts whenever possible.

Hotel expenses considered excessive or unreasonable will not be reimbursed. Lodging reimbursement will be limited to the rates found on the General Services Administration website at: <http://www.gsa.gov/portal/content/104877>

7. Meals and Incidental Expenses

The contractor on overnight travel status will be reimbursed on a per diem basis for meals and incidental expenses. Specific per diem rates for different Colorado localities are found on the General Services Administration website at: <http://www.gsa.gov/portal/content/104877>

When on per diem, incidental expenses such as laundry and dry cleaning are considered covered by the per diem allowance.

8. Miscellaneous Expenses

Any contractor in non-overnight travel status, and away from his/her residence for at least 12 consecutive hours, will be reimbursed for three quarters of the government's per diem allowance for that area.

9. Use of Personal Owned Vehicle

Colorado Springs Utilities may reimburse a contractor for use of his/her vehicle while on Colorado Springs Utilities related business. Mileage reimbursement for use of POV and travel will be reimbursed at the current rate established by the IRS. The rates can be found on the IRS's website.

<http://www.irs.gov/taxpros/article/0,,id=156624,00.html>.

If a contractor chooses to use his/her own vehicle in lieu of air travel, the maximum reimbursement will be the lesser of the cost of air travel or the total of mileage reimbursement and the per diem difference.

Colorado Springs Utilities does not insure contractors, their employee, or their vehicles for liability. Colorado Springs Utilities will not be held responsible for any liabilities caused by the contractor while performing contract work for the Colorado Springs Utilities.

10. Taxicabs

The use of taxicabs is permitted while contractors are on official travel for Colorado Springs Utilities. Taxi hire is appropriate when:

- o public transportation, airport limousine service, and/or hotel courtesy transportation is not available or when time or other factors make it impractical to use available public conveyances;

EXHIBIT T

COLORADO SPRINGS UTILITIES CONTRACTOR TRAVEL REIMBURSEMENT POLICY

- traveling between transportation terminals and the residence, hotel, or office while in an official travel status; or
- for travel from the contractor's residence to the airport or train station to depart on an assignment requiring at least one night's lodging, and from the airport or train station to the residence on the day the employee returns from that trip.

11. Receipts

Except for per diem expenses, valid original receipts are required for major expenditures such as airfare and rental car. The Colorado Springs Utilities project manager will request the receipts to confirm the total travel amount on contractor invoices.

12. Travel Voucher

A travel voucher may be submitted for reimbursement of major expenditures and to record per diem expenses and dates. The Colorado Springs Utilities project manager will request the travel voucher with receipts per section 11 above. The contractor must state on the voucher the dates and times of: 1) each departure from residence or office; 2) each arrival and location of the place of temporary assignment; and 3) each return to the office or residence. The contractor can use the travel voucher provided by their company or just use an excel spreadsheet for the data requested.

EXHIBIT 3

PPGA 2016 Ortho Imagery Costs (Exhibit 3)							
Product Description	Subtotal	Cost Estimates					
		Colorado Springs	CSU	E911	EPC	PPRBD	Fountain
Base Product							
Cost Share (%)	100%	19%	19%	19%	19%	19%	5%
8 Bit, 4 Band Ortho Imagery - 1 Foot Resolution	\$89,291.62	\$16,965.41	\$16,965.41	\$16,965.41	\$16,965.41	\$16,965.41	\$4,464.58
8 Bit, 4 Band Ortho Imagery - 6 Inch Resolution	\$42,057.34	\$7,990.89	\$7,990.89	\$7,990.89	\$7,990.89	\$7,990.89	\$2,102.87
NIR Included	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$131,348.96	\$24,956.30	\$24,956.30	\$24,956.30	\$24,956.30	\$24,956.30	\$6,567.45
Secondary Products (Sub Area 4 - Teller County)							
Cost Share (%)	100%	0%	33.3%	33.3%	33.3%	0%	0%
8 bit, 4 Band Ortho Imagery - 1 Foot Resolution	\$33,400.60	\$0.00	\$11,133.53	\$11,133.53	\$11,133.53	\$0.00	\$0.00
NIR Included	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$33,400.60	\$0.00	\$11,133.53	\$11,133.53	\$11,133.53	\$0.00	\$0.00
JPEG 2000 (Project-wide)	\$0.00	NA	\$0.00	\$0.00	\$0.00	NA	NA
JPEG 2000 (PD Areas 1-13)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	NA
JPEG 2000 (PD Areas 1-3)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	NA
JPEG 2000 (PD Area 4)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1 Mr SID (Project-wide)	\$0.00	NA	\$0.00	\$0.00	\$0.00	NA	NA
1 Mr SID (PD Areas 1-3)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	NA
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$164,749.56	\$24,956.30	\$36,089.84	\$36,089.84	\$36,089.84	\$24,956.30	\$6,567.45