

PROFESSIONAL SERVICES AGREEMENT
DC-0326, REGIONAL DIGITAL ORTHOPHOTO IMAGES AND ASSOCIATED DATA

This Professional Services Agreement (“Agreement”) is entered into by and between **The Sanborn Map Company, Inc.** (“**SERVICES PROVIDER**”), and the City of Oklahoma City (“**CONTRACTING ENTITY**”).

WITNESSETH:

WHEREAS, the **ACOG** prepared a Request for Proposal (“RFP”) seeking a Professional Services Agreement for **REGIONAL DIGITAL ORTHOPHOTO IMAGES AND ASSOCIATED DATA** for the **ACOG 2025**, of which the **CONTRACTING ENTITY** is a member; and

WHEREAS, the **ACOG** received responses to its RFP; and

WHEREAS, the **SERVICES PROVIDER** represented itself as an expert in the field of **REGIONAL DIGITAL ORTHOPHOTO IMAGES AND ASSOCIATED DATA** with skilled professionals willing, able, and capable of timely providing the services requested and required by the RFP; and

WHEREAS, based upon the representations, guarantees, and warranties expressed by the **SERVICES PROVIDER** the **ACOG** recommended and the **COAGA 2025** members entered an Agreement with the **SERVICES PROVIDER**; and

WHEREAS, the **CONTRACTING ENTITY** strives to obtain **REGIONAL DIGITAL ORTHOPHOTO IMAGES AND ASSOCIATED DATA**; and

WHEREAS, **CONTRACTING ENTITY** retains **SERVICES PROVIDER** to provide professional services as an independent contractor; and

WHEREAS, **SERVICES PROVIDER** agrees to provide **CONTRACTING ENTITY** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **CONTRACTING ENTITY** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth herein, the **CONTRACTING ENTITY** and **SERVICES PROVIDER** hereby mutually agree as follows:

1. Professional Services Agreement

Subject to the terms and conditions of this Agreement, **CONTRACTING ENTITY** retains **SERVICES PROVIDER**, an independent contractor, to provide **CONTRACTING ENTITY** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **CONTRACTING ENTITY** services, products, solutions, and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

(a) This Agreement governs the Scope of Services including, but not limited to, all services, products, solutions and deliverables to be provided by **SERVICES PROVIDER** to the **CONTRACTING ENTITY**. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this paragraph.

(b) The text of this Agreement, together with the Attachments, constitutes the entire Agreement and the only understanding and agreement between the **CONTRACTING ENTITY** and **SERVICES PROVIDER** with respect to the services, products, solutions and deliverables to be provided by **SERVICES PROVIDER** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

(c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, (Professional Services Agreement pages 1 through 16,) and any language, term, condition, or provision in any Attachment, then the text of this document, (Professional Service Agreement pages 1 through 16) shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

Attachment “A” (“Project Description and Scope of Services”),
Attachment “B” (“List of Products, Solutions and Deliverables”),
Attachment “C” (“Payment Milestones and Schedule of Fees),
Attachment “D” (“SERVICES PROVIDER’S Project Team”),
Attachment “E” (“Insurance”),
Attachment “F” (“Affidavits”),
Attachment “G” (“Request for Proposals, including Addenda”),
Attachment “H” (“SERVICES PROVIDER’S Proposal”),
Attachment “I” (“Maps”).

(d) **CONTRACTING ENTITY:** The term "**CONTRACTING ENTITY**" as used throughout this Agreement shall mean The City of Oklahoma City. Should The City of Oklahoma City choose to avail itself of services from the resultant Agreement(s), the **SERVICE PROVIDER** will honor the terms and conditions, including price, of the Agreement(s). However, the City will issue separate Purchase Orders, and **SERVICE PROVIDER** will issue a separate invoice, and will directly pay the **SERVICE PROVIDER** for any purchase, respectively.

2. Term

(a) **Term:** The initial term of this Agreement shall be effective on the date approved by **CONTRACTING ENTITY** and shall terminate upon completion of all work and service products, solutions, and deliverables within two (2) years of the effective date for which a purchase order has been issued hereunder.

3. Retention of SERVICES PROVIDER and Scope of Services

(a) **SERVICES PROVIDER** is solely responsible for the actions, non-action, omissions, and performance of **SERVICES PROVIDER'S** employees, agents, contractors, and subcontractors (“Service Provider’s Project Team”) and to ensure:

(1) the timely provision of the Project and timely performance of the Project Description and Scope of Services as each are defined in **Attachment “A”,**

(2) the timely provision of all services, products, solutions and deliverables, including but not limited to, the List of Products, Solutions, and Deliverables listed on **Attachment “B”**,

SERVICES PROVIDER will be solely responsible to ensure the **SERVICES PROVIDER’S** Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the **CONTRACTING ENTITY’S** goals and purposes. **SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER’S Project Team** is adequately trained, instructed, and managed so that **SERVICES PROVIDER** timely provides the Project and satisfies **SERVICES PROVIDER’S** obligations under this Agreement. **SERVICES PROVIDER** may not change the **SERVICES PROVIDER’S Project Team** as set forth on **Attachment “D”** (“**SERVICES PROVIDER’S Project Team**”) without the prior written consent of the **CONTRACTING ENTITY’S Project Manager, or designee**.

(b) **SERVICES PROVIDER** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this Agreement. **SERVICES PROVIDER** shall obtain all patents, licenses and any other permission required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the **CONTRACTING ENTITY**.

4. Compensation

(a) **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** the compensation after completion of services or products as specified in **Attachment “C”** (“**Payment Milestones and Schedule of Fees**”), subject to the submission of appropriate documentation and completion and acceptance of all the services and deliverables. No payment will be due or owing for any incomplete or undocumented services and deliverables.

Acceptance. The parties mutually agree that the deliverables for the **CONTRACTING ENTITY** shall be as contained in **Attachment “B”**. The parties also mutually agree that the standards for quality validation of the deliverables shall be established in **Attachment “B”**.

(b) The **CONTRACTING ENTITY** and **SERVICES PROVIDER** acknowledge that the compensation to be paid **SERVICES PROVIDER** pursuant to this Agreement has been established at an amount reasonable for the availability and services of **SERVICES**

PROVIDER and SERVICES PROVIDER'S Project Team, and the provision of products, solutions, and deliverables.

(c) Price Adjustment Terms. The unit price shall remain firm throughout the term of this agreement with no adjustment or CPI recommended for Purchase Orders issued during the 24 month period.

(d) Payment Terms. Payment terms are thirty (30) days from receipt of complete and compliant invoices for services performed and products, solutions and deliverables completed in accordance with this Agreement. There shall be no retainage of any invoiced amount. Should any of the **CONTRACTING ENTITY'S** payments be delayed by more than thirty (30) days from their due date for undisputed work performed, the **CONTRACTING ENTITY** shall also pay interest at 1.5% per month, on all outstanding, undisputed, unpaid invoices.

5. Independent Contractor Status

(a) The parties hereby acknowledge and covenant that:

(1) **SERVICES PROVIDER** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **CONTRACTING ENTITY** in performing the duties in this Agreement.

(2) The parties do not intend, and will not hold out that there exists, any partnership, corporation, joint venture, or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

(b) All payments to **SERVICES PROVIDER** pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if services of **SERVICES PROVIDER** are performed outside the State of Oklahoma.

(c) The **CONTRACTING ENTITY** will not withhold any social security tax, workmen's compensation, medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **SERVICES PROVIDER** as **SERVICES PROVIDER** is an independent contractor and the members of its **SERVICES PROVIDER'S Project Team** are not employees of the **CONTRACTING ENTITY**. Any such taxes, if due, are the responsibilities of **SERVICES PROVIDER** and will not be charged to the

CONTRACTING ENTITY. The **CONTRACTING ENTITY** is tax exempt and a tax-exempt certificate is attached.

(d) **SERVICES PROVIDER** acknowledges that as an independent contractor it and its **Project Team** are not eligible to participate in any health, welfare, social security, workers compensation or retirement benefit programs provided by the **CONTRACTING ENTITY** for its employees.

6. Termination and Stop Work.

This Agreement shall commence upon execution by the last party hereto and shall continue in effect as stated herein, until the Project is completed and accepted as provided herein unless terminated or suspended as provided herein. The **CONTRACTING ENTITY'S Project Manager, or designee** is hereby authorized to issue notices of termination or suspension on behalf of the **CONTRACTING ENTITY**. This Agreement can be terminated, with or without cause, upon fourteen (14) days' prior written notice, at the option of the **CONTRACTING ENTITY**.

(a) Termination for Convenience

Upon receipt of a notice of termination for the *convenience* from the **CONTRACTING ENTITY, SERVICES PROVIDER** shall:

(1) discontinue all services and activities (unless the notice directs otherwise) on the date so specified, and

(2) upon payment for all undisputed work, milestones, products, solutions, deliverables or services fully performed and accepted, and those in progress, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** all work, products, solutions, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether same are complete or incomplete, unless the notice directs otherwise.

(3) Should there be a decision by **CONTRACTING ENTITY** to effectuate at termination for convenience, **CONTRACTING ENTITY** and the **SERVICES PROVIDER** would need to review all actions of the **SERVICES PROVIDER** that

could be due compensation for completed work, milestones, services, solutions and deliverables and products at the time of notice. **CONTRACTING ENTITY's** intent would be to compensate the **SERVICES PROVIDER** for completed services and at the time of notice, or as directed by the notice, to the degree these are satisfactorily performed in accordance with the Agreement. Upon termination for the *convenience* by the **CONTRACTING ENTITY**, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for completed services, products, solutions, and deliverables up to the time of the effective date of termination for *convenience*, in accordance with the terms, limits and conditions of the Agreement and as further limited by the “not to exceed” amounts set out in this Agreement.

(b) Termination for Cause

(1) Upon notice of termination for *cause* from the **CONTRACTING ENTITY**, and after affording **SERVICES PROVIDER** at least fourteen (14) calendar days to terminate however the **SERVICES PROVIDER** may within such time cure, or to submit a plan acceptable to **CONTRACTING ENTITY** cure, any alleged breach prior to the effective date of such termination, **SERVICES PROVIDER** shall not be entitled to any prior or future payments for disputed invoices or payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses. The **CONTRACTING ENTITY** may hold any outstanding invoices or payments for disputed work or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **CONTRACTING ENTITY** by reason of **SERVICES PROVIDER'S** breach or other cause. Provided, however, upon notice of termination for cause, and receipt of payment for undisputed work performed, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** services, products, solutions and deliverables including, but limited to, all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether complete or incomplete, unless the notice directs otherwise.

(2) The rights and remedies of the **CONTRACTING ENTITY** and the **SERVICES PROVIDER** provided in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this Agreement.

(3) Obligation upon Termination for *Convenience*.

Except for the any warranties, indemnification, confidentiality, or insurance required or provided by the **SERVICES PROVIDER** under this Agreement, which shall survive the termination of this Agreement for *convenience* or for *cause*, in the event this Agreement is terminated for convenience hereunder, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for such properly documented invoices for completed services, products, solutions and deliverables, if any, in accordance with the provisions of this Agreement above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **CONTRACTING ENTITY** shall have no further liability under this Agreement to **SERVICES PROVIDER** and **SERVICES PROVIDER** shall have no further obligations to the **CONTRACTING ENTITY**.

(c) Stop Work

Upon written notice to **SERVICES PROVIDER**, the **CONTRACTING ENTITY** may issue a stop work order suspending any services, performances, work, products, deliverables, or solutions under this Agreement. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this Agreement. In the event the **CONTRACTING ENTITY** issues a stop work order to **SERVICES PROVIDER**, the **CONTRACTING ENTITY** will provide a copy of such stop work order to **SERVICES PROVIDER**. Upon receipt of a stop work order issued by the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **CONTRACTING ENTITY** in the stop work order. Upon notice to **SERVICES PROVIDER**, this Agreement, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **CONTRACTING ENTITY**, without cause and without cost to **CONTRACTING ENTITY**; provided however, **SERVICES**

PROVIDER shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only. The **CONTRACTING ENTITY'S Project Manager, or designee** is hereby authorized to issue stop work orders on behalf of the **CONTRACTING ENTITY**.

7. Warranties

(a) **SERVICES PROVIDER** warrants that all services, products, solutions and deliverables performed or provided under this Agreement shall be performed consistent with generally prevailing professional standards and expertise normally employed by expert professionals performing the same or similar services. **SERVICES PROVIDER** shall maintain during the course of this Agreement said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **SERVICES PROVIDER** agrees to require all members of the **SERVICES PROVIDER'S Project Team** to provide any and all services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **SERVICES PROVIDER**.

(b) During the term of this Agreement, **CONTRACTING ENTITY'S** initial remedy for any breach of the above warranty shall be to permit **SERVICES PROVIDER** one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to **CONTRACTING ENTITY**. If **SERVICES PROVIDER** cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this Agreement within thirty (30) calendar days of the original performance date, the **CONTRACTING ENTITY** shall be entitled to recover, should the **CONTRACTING ENTITY** so determine to be in their best interest, any fees paid to **SERVICES PROVIDER** for previous payments, including, but not limited to, services, products, solutions, and deliverables and **SERVICES PROVIDER** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **CONTRACTING ENTITY**. Should **SERVICES PROVIDER** fail to reimburse the **CONTRACTING ENTITY** within thirty (30) days of demand, the **CONTRACTING ENTITY** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

(c) The **SERVICES PROVIDER** also acknowledges and agrees to provide all express and implied, warranties required or provided for by Oklahoma statutory and case law. This warranty is in addition to other warranties provided in or applicable to this Agreement and may not be waived by payment of any compensation or any other provision, expressed or implied, in this Agreement or in any Attachment hereto.

To the extent permitted by Oklahoma law, except for the express warranties made or referenced in this Agreement, neither party makes any warranties, express or implied, including without limitation any implied warranty of merchantability or of fitness for a particular purpose as to any products, solutions, deliverables, or services provided under this Agreement.

8. Indemnification

The **SERVICES PROVIDER** must indemnify, defend and hold harmless the **CONTRACTING ENTITY** against liability for damage arising out of death or bodily injury to persons or damage to property; provided, that indemnification shall not exceed an amount that is proportionate to the degree or percentage of negligence or fault for which the **SERVICES PROVIDER** and any person or entity for which the **SERVICES PROVIDER** is legally responsible. The **SERVICES PROVIDER** will not be required to indemnify, insure, defend or hold harmless the **CONTRACTING ENTITY** against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the **CONTRACTING ENTITY** or their agents, representatives, subcontractors, suppliers or any other entity for whom the **SERVICES PROVIDER** is not otherwise legally responsible. The **SERVICES PROVIDER** shall promptly advise the **CONTRACTING ENTITY**, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply. This paragraph shall survive the expiration of the Agreement. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof. The minimum insurance requirements set forth below shall not be deemed to waive limit or define the obligations of the **SERVICES PROVIDER**.

9. Confidentiality

SERVICES PROVIDER acknowledges that in the course of training and providing other support services to **CONTRACTING ENTITY**, **CONTRACTING ENTITY** may provide **SERVICES PROVIDER** with access to valuable information of a confidential and

proprietary nature including but not limited to information relating to **CONTRACTING ENTITY'S** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **SERVICES PROVIDER** agrees that during the time period this Agreement is in effect, and thereafter, neither **SERVICES PROVIDER** nor **SERVICES PROVIDER'S Project Team**, without the prior written consent of **CONTRACTING ENTITY**, shall disclose to any person, other than **CONTRACTING ENTITY'S Project Manager, or designee** or the **SERVICES PROVIDER'S Project Team**, any information obtained by **SERVICES PROVIDER**. **SERVICES PROVIDER** will require and maintain adequate confidentiality agreements with its employees, agents, **SERVICES PROVIDERS**, and subcontractors.

Limitation of Liability. To the extent authorized by Oklahoma law, except for breach of a party's warranty, indemnification, insurance, or confidentiality obligations, notwithstanding any other provision of this Agreement, neither party will be liable to the other for any punitive, indirect, special, consequential or incidental damages whatsoever; and, **SERVICES PROVIDER'S** maximum aggregate liability to the **CONTRACTING ENTITY** shall be limited to the aggregate dollar value of fees paid to **SERVICES PROVIDER** by the **CONTRACTING ENTITY** pursuant to the terms hereof.

10. Right to Audit.

The **CONTRACTING ENTITY** shall have the right to examine books, papers and records of the **SERVICES PROVIDER** relative to all aspects of the Agreement awarded. Failure to provide the requested information may result in termination of the Agreement. This right to audit only affects Agreement compliance and invoices for services, products, solutions, and deliverables under as a result of this Agreement and does not apply to **SERVICES PROVIDER's** records beyond scope of Agreement.

11. Miscellaneous.

(a) **Validity.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

(b) **No Waiver.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Agreement, or waiver by any party of strict performance of any of the terms or conditions of this Agreement,

shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

(c) **No Assignment without Consent.** The parties hereby agree that as this Agreement is for the provision of specialized services, therefore **SERVICES PROVIDER** may not assign this Agreement in whole or in part without the prior written consent of the **CONTRACTING ENTITY**; such consent which shall not be unreasonably withheld as to replacements with comparable experience, expertise and availability. In addition, **SERVICES PROVIDER** agrees that the **SERVICES PROVIDER'S Project Manager** may not be removed or replaced without the express written consent of the **CONTRACTING ENTITY'S Project Manager, or designee.**

(d) **Venue and Applicable Law.** **CONTRACTING ENTITY** and **SERVICES PROVIDER** hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this Agreement shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The **SERVICES PROVIDER** irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

(e) **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(g) **Amendments.** This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto.

(h) **Entire Contract.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(i) **Time is of Essence.** Both the **CONTRACTING ENTITY** and **SERVICES PROVIDER** expressly agree that time is of the essence with respect to this Agreement, and the time for performance of each task shall be made a part of the Agreement and shall be strictly observed and enforced, subject to events of Force Majeure. Any failure on the part of the **CONTRACTING ENTITY** to timely object to the time of performance shall not waive any right of the **CONTRACTING ENTITY** to object at a later time.

(j) **Upgrades and Substitutions.** During the performance of this Agreement, if any products, solutions and deliverables named in this Agreement is upgraded, then the newer product, solution or deliverable will be substituted upon the direction and approval of the **CONTRACTING ENTITY'S Project Manager, or designee**, or their written designee, and implemented by **SERVICES PROVIDER** for no increase in costs or fees or additional time.

(k) **No Extra Work.** No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **CONTRACTING ENTITY** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **CONTRACTING ENTITY's Project Manager** and **SERVICES PROVIDER** through a purchase order.

(l) **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if e-mailed, hand delivered, or sent by facsimile transmission (upon written confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) calendar days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt) or by common courier (i.e., FedEx or UPS). All notices and

payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

To SERVICES PROVIDER:

The Sanborn Map Company, Inc.
Attention: Seth Adams
1935 Jamboree Drive, Suite 100
Colorado Springs, CO 80920
Telephone: (972) 839-8640

To SERVICES PROVIDER:

The Sanborn Map Company, Inc.
Attention: Corporate Contracts
1935 Jamboree Drive, Suite 100
Colorado Springs, CO 80920
Telephone: (719) 264-5510

To CONTRACTING ENTITY:

The City of Oklahoma City
Department of Public Works
Attention: Leigh Demers
420 W. Main Street, Suite 700
Oklahoma City, Oklahoma 73102
Telephone: (405) 297-2879

(m) **Effective.** This Agreement shall become effective upon execution by the last party.

(n) **Reservation of Rights.** The rights granted to or reserved by **CONTRACTING ENTITY** in this Agreement are cumulative of every other right or remedy which **CONTRACTING ENTITY** might otherwise have at law or in equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

12. NONDISCRIMINATION

In connection with the performance of services and the provision of products, solutions, and deliverable under this Agreement, **SERVICES PROVIDER** agrees as follows:

(a) **SERVICES PROVIDER** shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, ancestry or disability, as defined by the Americans with Disabilities Act of 1990, Section 3(2) in

performance of this Agreement. **SERVICES PROVIDER** shall take action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. **SERVICES PROVIDER** shall agree to post a copy of **Attachment “F”**, in conspicuous places.,

(b) In the event of **SERVICES PROVIDER's** noncompliance with this nondiscrimination clause, this Agreement may be suspended, canceled or terminated by **CONTRACTING ENTITY**. **CONTRACTING ENTITY** may declare **SERVICES PROVIDER** ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by **SERVICES PROVIDER**.

(c) **SERVICES PROVIDER** agrees to include this nondiscrimination clause in any subcontracts, or subrecipients connected with the performance of this Agreement.

13. Anti-collusion.

SERVICES PROVIDER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for **SERVICES PROVIDER** to solicit or secure this Agreement. **SERVICES PROVIDER** further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for **SERVICES PROVIDER**, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

15. Insurance.

(a) **SERVICES PROVIDER** shall obtain insurance and provide **CONTRACTING ENTITY** with a copy of the certificate of insurance prior to execution of this Agreement by **CONTRACTING ENTITY** and shall maintain such insurance throughout the term of this Agreement as required and in the form and in the amount set forth in **Attachment “E”** which is incorporated herein by reference.

WITNESS the hands of the parties hereto:

The undersigned individual states that the **SERVICE PROVIDER** will be bound by its proposal, the request for proposal, the terms and conditions of the Professional Services Agreement, and the requirements for **SERVICE PROVIDER**.

TO BE COMPLETED BY THE SERVICE PROVIDER:

<u>John Copple</u>	Chief Executive Officer	03/12/2025
Signature of Individual	Title	Date

Note: If individual signing is not the **CONTRACTING ENTITY** or an officer of the business or corporation a letter of authorization is to be included. For instance, if a Salesman or Manager signs this form, a letter of authorization is to be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.

John R. Copple
Printed Name of Individual

The Sanborn Map Company, Inc., 1935 Jamboree Dr., Ste. 100, Colorado Springs, CO 80920
Company Name and Address [Please Print] Zip Code

(719) 593-0093 (719) 528-5093
Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

State of * Colorado)
County of * El Paso) SS.
[*State and County where notarized must be written in.]

Signed and sworn to before me this 12th day of March, 2025

by John R. Copple, Chief Executive Officer of The Sanborn Map Company, Inc.
[Printed name of individual who signed above.]

My Commission number: 20194013364

My Commission expires: 4/16/2027 Stacey
[Date/Year] Signature of Notary Public

IN WITNESS WHEREOF, this Professional Services Agreement was approved by The
City of Oklahoma City this 8TH day of APRIL, 2025

ATTEST:

Amy K Simpson
City Clerk



David Holt
Mayor

Reviewed for form and legality.

[Signature]
Assistant Municipal Counselor

Professional Services Agreement

Attachments

The following Attachments are incorporated by reference into the Agreement by and between the CONTRACTING ENTITY and SERVICES PROVIDER and shall have the priority and precedence as first set forth in paragraph one of this Agreement.

The Attachments include:

Attachment “A” (“Project Description and Scope of Services”),

Attachment “B” (“List of Products, Solutions and Deliverables”),

Attachment “C” (“Payment Milestones and Schedule of Fees),

Attachment “D” (“SERVICES PROVIDER’S Project Team”),

Attachment “E” (“Insurance”),

Attachment “F” (“Affidavits”),

Attachment “G” (“Request for Proposals, including Addenda”),

Attachment “H” (“SERVICES PROVIDER’S Proposal”),

Attachment “I” (“Maps”)

Professional Services Agreement

Attachment “A” (“Project Description and Scope of Services”),

DESCRIPTION

The City of Oklahoma City Public Works Department project covers an area of approximately 781 square miles for orthoimagery, and 4 square miles centered on downtown for true orthorectified photography update.

SCOPE OF SERVICES

The scope of services to be performed under the terms of this Professional Services Agreement shall include, but not be limited to, the collection of digital orthophoto images and associated data services, personnel, labor, equipment, tools, materials, transportation, supervision, quality control, and other items needed to obtain updated color orthophotos for the 781 square mile area comprising Oklahoma City at NMAS 1” = 100’ standards, at 6-inch pixel resolution, and at a down-sampled 12-inch resolution. This project also includes the collection, development and delivery of various mapping products, including LiDAR data, planimetric and topographic features, and elevation datasets. The project will be executed in two phases: a leaf-off acquisition in 2025 and a leaf-on acquisition in 2026. The objectives of this project include production of high-resolution digital color orthoimagery for approximately 781 square miles, collection and processing of LiDAR data for accurate elevation and topographic mapping, and detection and collecting of planimetric changes in the specified areas.

All services performed and products, solutions, and deliverables shall be as outlined and in accordance with the Request for Proposal (RFP) Regional Digital Orthophoto Images and Associated Data (Attachment I) dated December 20, 2021, and Sanborn Map Company, Inc. Proposal (Attachment J) dated January 18, 2022.

Professional Services Agreement

Attachment “B” (“List of Products, Solutions and Deliverables”),

Summary of Deliverables	
Deliverable	Description
Ground Control Field Survey Report	A comprehensive survey report documenting the survey in PDF format, and a Microsoft Excel file with all the coordinate data.
Flight Plans/Flight Line Diagrams	Final flight line diagram/map/photo index with photo centers in Esri Geodatabase or shapefile format.
Aerial Triangulation	A fully-indexed AT report that will provide a narrative description of all aspects of the AT phase, tabular information for ground control and check point results, and appendices including full AT solution printouts. An Adobe .PDF version of the report and a Microsoft Excel file with the point coordinates will be provided as well.
Digital Orthophotography	<p>A copy of all orthoimagery tiles at the desired spatial resolution of 3-inch, 6-inch, or 12-inches in .TIFF/.TIFW, for the areas indicated in the RFP.</p> <p>Optional second collection for Oklahoma City:</p> <ul style="list-style-type: none"> ▪ 781 sq-miles of 2026 leaf-on 6" imagery: TIFF tiles, MrSID mosaic, JP2000 mosaic ▪ 781 sq-miles of 2026 leaf-on down sampled 12" imagery: MrSID mosaic, JP2000 mosaic ▪ Vegetation with type and height attributes from leaf-on imagery
MrSID Mosaics	<p>MrSID and/or JPEG 2000 mosaic files for the entire COAGA 2025 area at 1-foot pixel resolution.</p> <p>Optional: MrSID and/or JPEG 2000 mosaic files for the Cities of Edmond, Norman, Oklahoma City, and the County of Cleveland.</p>
DEM	A copy of the updated digital elevation model created for use in orthorectification in Esri Geodatabase format.
Planimetric Data	A copy of the updated existing planimetric data in Esri Geodatabase format.
Tile Index	Final tile layout in Esri Geodatabase format.
Metadata	FGDC compliant metadata for the project in the format according to the COAGA 2025 requirements.
Project Documentation	A copy of all required project documentation including reports regarding aircraft and camera operation, calibration reports (including the Fully Analytical Aerial Triangulation (FAAT)) , QA/QC reports, and management & administrative documents.
Deliverable Media	Final data will be delivered on USB External Hard Drives. DVD 2.0, 4.7 GB single sided (4.3 GB usable) disks or FTP download is also available for interim deliverables, such as pilot data sets.

Professional Services Agreement

Attachment “C” (“Milestone Payments and Schedule of Fees”),

The City of Oklahoma City - Public Works Project

Services for 2025

1. 781 square miles @ 6-inch	<u>\$50,765.00</u>
2. Digital Color Orthoimagery Costs (image tiles use index grid in Map 3):	
ii. 2-sq miles orthoimagery for the area specified during the pilot study	<u>\$6,000.36</u>
iii. 6" resolution 1-sq mile TIFF image tiles, including 6 sq-miles true orthos, for areas in Maps 1 and 2	<u>\$ 9,238.00</u>
iv. Single 6" resolution MrSID mosaic imagery, which includes the true orthos, for area in Map 1	<u>Included</u>
v. Single 12" resolution MrSID mosaic imagery, which includes the true orthos, for area in Map 1	<u>Included</u>
vi. Single 6" resolution JPEG 2000 mosaic imagery, which includes the true orthos, for area in Map 1	<u>Included</u>
vii. Single 12" resolution MrSID mosaic of the entire multi-jurisdictional project area shown in Map 6	<u>Included</u>
3. Planimetric and Elevation Costs (dataset tiles use index grid in Map 5):	
i. 2-sq miles core planimetric and elevation datasets for the pilot area specified by the City	<u>\$ 16,314.53</u>
ii. Updated 8 core planimetric dataset mosaics in ESRI file geodatabase format, for area in Map 4	<u>\$146,830.79</u>
iii. Updated 1-sq mile tiles, containing the 8 planimetric datasets in AutoCAD format, area in Map 4	<u>\$ 3,288.01</u>
iv. 2-ft elevation contour mosaic in ESRI file geodatabase format, for area in Map 4	<u>\$ 6,474.49</u>
	Assumes Lidar collection
v. Hydro-enforced DEM mosaic, in ESRI file geodatabase raster format, area in Map 4	<u>\$ 11,800.91</u>
	Assumes contours
vi. Hydro-enforced DEM mosaic in TIFF raster format, for area in Map 4	<u>Included</u>
vii. Classified first return 1-sq mile LAS LIDAR tiles, for area in Map 4	<u>\$ 101,545.62</u>

viii.	Classified last return 1-sq mile LAS LIDAR tiles, for area in Map 4	<u>Included</u>
ix.	*During the Winter 2025 leaf-off acquisition Polyline sidewalk, trail and bike path dataset with feature type and surface type attributes	<u>\$ 16,752.45</u>
x.	Crosswalk centerlines with features connected to sidewalks where they coexist	<u>\$ 11,566.61</u>
xi.	Point features indicating crosswalk ramps snapped to crosswalk centerlines where they coexist	<u>\$ 10,121.76</u>
xii.	LIDAR and imagery derived enhanced impervious surfaces dataset	<u>\$ 32,380.26</u>
xiii.	Polyline stream dataset digitized in direction of flow	<u>\$ 14,284.49</u>
xiv.	Single integrated polyline natural stream and storm drainage feature dataset digitized in direction of flow	<u>\$ 37,363.04</u>
xv.	Building Footprints with Building Height for 75 sq-mile high priority area in Map 6	<u>\$ 16,796.55</u> Assumes Lidar collection
xvi.	Building Footprints with Building Height for 126 sq-mile medium priority area in Map 6	<u>\$ 10,919.32</u> Assumes Lidar collection
xvii.	Building Footprints with Building Height for 435 sq-mile low priority area in Map 6	<u>\$ 14,266.30</u> Assumes Lidar collection
xviii.	3-0 wireframe building footprints, for 75 sq-mile high priority area in Map 6	<u>\$ 30,222.66</u> Assumes Lidar collection
xix.	3-0 wireframe building footprints, for 126 sq-mile medium priority area in Map 6	<u>\$ 19,655.04</u> Assumes building footprint
xx.	3-0 wireframe building footprints, for 435 sq-mile low priority area in Map 6	<u>\$ 25,668.60</u> Assumes building footprint
<u>Total for 2025:</u>		<u>\$592,254.79</u>

Services for 2026:

1. 781 square miles @ 6-inch
2. *During a second Spring 2026 leaf-on acquisition:
 - i. 6" leaf-on imagery spring 2026: TIFF tiles, MrSID mosaic, JP2000 mosaic, for area in Map 1 **\$51,085.21**

ii.	12" leaf-on imagery spring 2026: MrSID mosaic, JP2000, for area in Map 1	<u>Included</u>
iii.	Vegetation with type and height attributes from spring 2026 leaf-on imagery	<u>\$27,342.81</u>
	<u>Total for 2026 \$</u>	<u>80 454.02</u>
<u>Total Amount of Contract</u>		<u>\$ 672,708.81</u>

Professional Services Agreement

Attachment “D” (“SERVICES PROVIDER’S Project Team”),

The **SERVICES PROVIDER** may not modify, revise or change any other member of the **SERVICES PROVIDER’S Project Team** without the prior written consent of the **CONTRACTING ENTITY’S Project Manager, or designee**, which if the **SERVICES PROVIDER** clearly and convincingly presents verifiable documentation and information that the **SERVICES PROVIDER’S Project Team** replacement is equally skilled with the listed team member, the **CONTRACTING ENTITY’S Project Manager, or designee’s** consent shall not be unreasonably withheld.

1. Seth Adams, | Project Manager
Mobile 972-839-8640 | E-mail sadams@sanborn.com
1935 Jamboree Drive | Suite 100 | Colorado Springs, CO 80920
2. Amy Kappel | Contract Administrator
Mobile 719-264-5510 | E-mail akappel@sanborn.com
1935 Jamboree Drive | Suite 100 | Colorado Springs, CO 80920
3. Shandong Eastdawn Corporation and Steven Wood, PLS are included as members of the **SERVICES PROVIDER’S Project Team**.

Professional Services Agreement

Attachment “E” (“Insurance”),

Insurance Certificates

Attached behind this page is a Certificate of Insurance provided by the **SERVICES PROVIDER** to meet the requirements listed below. The **SERVICES PROVIDER** shall maintain the insurance throughout this Agreement’s entire term and any renewals.

Prior to approval of this Agreement, the **SERVICE PROVIDER** shall obtain insurance coverage as provided below. No work will commence unless and until the required certificates of insurance are provided and in effect. Deductibles may not exceed \$25,000 per policy.

- A. Policy Limits: The insurance coverage and limits required of the **SERVICE PROVIDER** under this Agreement are designed to meet the minimum requirements of the **CONTRACTING ENTITY**. Such coverage and limits are not designed as a recommended insurance program for the **SERVICE PROVIDER**. The **SERVICE PROVIDER** alone shall be responsible for the sufficiency of its own insurance program. Should the **SERVICE PROVIDER** have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, the **SERVICE PROVIDER** should seek professional assistance.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The **SERVICE PROVIDER** shall provide and maintain, during the term of the contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed under this Agreement, and in case any work is subcontracted, the **SERVICES PROVIDER** employees, unless such employees are covered by the protection afforded by the **SERVICE PROVIDER**. In the event any class of employees engaged in work performed under the Agreement is not protected under such insurance heretofore mentioned, the **SERVICE PROVIDER** shall provide and shall cause each **SERVICES PROVIDER** to provide adequate insurance for the protection of the employees not otherwise protected. If the **SERVICE PROVIDER** is exempt under the laws of the state of Oklahoma from the requirement to obtain and maintain worker’s compensation insurance, then the **SERVICE PROVIDER** must provide the **CONTRACTING ENTITY** a copy of its Affidavit of Exempt Status from the Oklahoma Insurance Department.
- (2) Commercial General Liability Insurance. The **SERVICE PROVIDER** shall provide and maintain commercial general liability insurance coverage sufficient to meet the including the **CONTRACTING ENTITY** and any

public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (3) Automobile Liability Insurance. The **SERVICE PROVIDER** shall provide and maintain comprehensive automobile liability insurance coverage as to the **CONTRACTING ENTITY** ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this agreement, including the **CONTRACTING ENTITY** and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (4) Professional liability insurance. Before this Agreement may become effective, the **SERVICES PROVIDER** will provide the **CONTRACTING ENTITY** with a certificate of insurance evidencing the **SERVICES PROVIDER's** coverage under a Professional Liability Insurance Policy in an amount not less than \$1,000,000 aggregate annual limit of liability. Such

insurance will be maintained for a period of two (2) years after the completion of this Agreement.

B. Notice of Change, Reduction, Modification, Suspension, Lapse, or Cancellation.

There may be no termination, non-renewal, reduction, suspension, lapse or cancellation in coverage, or modification of such insurance coverage. **SERVICE PROVIDER** shall be responsible for providing the **CONTRACTING ENTITY** actual notice of any change, reduction, suspension, lapse, or cancellation of any insurance provided under this Agreement at least thirty (30) calendar days prior to such change, reduction, suspension, lapse, or cancellation. Any lapse of insurance coverage is declared a breach of this Agreement. The **CONTRACTING ENTITY** may, at its option, suspend this Agreement until there is full compliance with this Exhibit D or terminate this Agreement for nonperformance. The provisions of this Exhibit will not limit or define the provisions of any other paragraph in this Agreement.

SERVICES PROVIDER shall be responsible for providing the **CONTRACTING ENTITY** actual notice of any change, reduction, suspension, lapse or cancellation of any insurance provided under this Agreement at least thirty (30) calendar days prior to such change, reduction, suspension, lapse or cancellation.

Should any insurance required by this Agreement be changed, reduced, suspended or cancelled, or otherwise lapse for any reason during the term of this Agreement, then **CONTRACTING ENTITY** may terminate this Agreement for cause and **SERVICES PROVIDER** shall also be liable and responsible for any claim by **CONTRACTING ENTITY** on their own behalf or by another, for:

- (a) any loss or damages, including direct, indirect, and consequential; and
- (b) any cost or expense, including attorney fees, court costs and administrative expenses; and
- (c) any other loss, damage cost or expense which would have been covered or assumed by the insurer had the changed, reduced, suspended, terminated, or lapsed policy been in effect without limitation as to the policy amount.

The **CONTRACTING ENTITY** reserves the right to withhold payment of any funds otherwise due **SERVICES PROVIDER** to pay any claim or potential claim which it reasonably believes would otherwise be payable under the insurance policy but only if there is a lapse or termination of any required insurance coverage, or if there is a change in coverage and such change results in a reduction in the dollar value of coverage or materially changes the policy's scope of coverage.

C. Other Requirements

1. The **SERVICES PROVIDER** must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth herein. Certified, true, and exact copies of all insurance certificates required, and endorsement pages shall be provided to the **CONTRACTING ENTITY** and its participating trusts on a timely basis if requested by **CONTRACTING ENTITY** staff.
2. All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma . The required insurance coverage and policies shall be performable in Oklahoma, and shall be construed in accordance with the laws of Oklahoma.
3. Nothing in this paragraph shall define or limit the rights of any party to this Agreement under any other provision of this Agreement, including but not limited to any indemnification provision.
4. Additional Insureds. All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the **CONTRACTING ENTITY** is named additional insureds without reservation or restriction.
5. All insurance coverage (except worker's compensation and employer's liability policies) of the **SERVICES PROVIDER** shall be primary and non-contributory to any insurance or self-insurance program carried by the **CONTRACTING ENTITY**.
6. All insurance policies (except professional liability and worker's compensation and employer's liability policies) shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.
7. Deductibles. All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the **SERVICES PROVIDER** is stating a deductible does not exist and thus a deductible is not approved or accepted. If the **SERVICES PROVIDER**'s deductible is different than declared, then the **CONTRACTING ENTITY** will hold an equal amount from pay claims until corrected.
8. The insurance coverage and limits required of the **SERVICES PROVIDER** under this Agreement are designed to meet the minimum requirements of the **CONTRACTING ENTITY**. Such coverage and limits are not designed as a recommended insurance program for the **SERVICES PROVIDER**. The **SERVICES PROVIDER** alone shall be responsible for the sufficiency of its own insurance program. Should the **SERVICES PROVIDER** have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, the **SERVICES PROVIDER** should seek professional assistance.

9. Occurrence/Claims-made. All policies, except Professional Liability Insurance, shall be in the form of an occurrence insurance coverage or policy. If any insurance is written in a claims-made form, the **SERVICES PROVIDER** shall also provide tail coverage that extends a minimum of two years from the expiration of this Agreement.
10. Certificates. The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the **CONTRACTING ENTITY's Project Manager** prior to execution of this Agreement and are attached hereto. The certificates must be signed by the authorized representative of the insurance company(s) shown in the certificates. The **SERVICES PROVIDER** must attach a copy of the power of attorney evidencing the authority of the authorized representative to execute the certificate of insurance. The certificate must include DC-0326, Regional Digital Orthophoto Images and Associated Data.
11. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.
12. The **SERVICES PROVIDER** authorizes **CONTRACTING ENTITY** to confirm all information so furnished as to the **SERVICES PROVIDER's** compliance with its insurance requirements with the **SERVICES PROVIDER's** brokers and insurance carriers. The lapse of any insurance policy or coverage required by this Agreement is a breach of this Agreement. The **CONTRACTING ENTITY** may at their option suspend this Agreement until there is full compliance with this paragraph, and/or may suspend performance and/or payment under this Agreement, and/or may cancel or terminate this Agreement and seek damages for the breach of this Agreement. The remedies in this paragraph shall not be deemed to waive or release any remedy available to **CONTRACTING ENTITY**. The **CONTRACTING ENTITY** expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.
13. In the event of a reduction in any aggregate limit, the **SERVICES PROVIDER** shall immediately notify the **CONTRACTING ENTITY** and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the **CONTRACTING ENTITY** request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the **SERVICES PROVIDER** hereby agrees to promptly authorize and have delivered to the **CONTRACTING ENTITY** such statement.
14. All insurance coverage required under this Agreement shall be maintained in full force and effect until completion and formal acceptance of all services, products, solutions and deliverables by the **CONTRACTING ENTITY**. If the **SERVICES PROVIDER** is providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of all services, products, solutions and deliverables by the **CONTRACTING ENTITY**.
15. Duration of Coverage. All insurance coverage required under this Agreement shall be maintained in full force and effect until completion and formal acceptance of all services,

products, solutions and deliverables by the **CONTRACTING ENTITY**. For **SERVICE PROVIDERS** providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of all services, products, solutions and deliverables by the **CONTRACTING ENTITY**.

16. The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 Attn: Denver.certrequest@marsh.com/FAX: 212 948-4381	CONTACT NAME: Marsh USA Inc.	FAX (A/C, No): 212-948-4381	
	PHONE (A/C, No, Ext): 303-308-4500	E-MAIL ADDRESS: Denver.CertRequest@marsh.com	
INSURED The Sanborn Map Company, Inc. 1935 Jamboree Drive, Suite 100 Colorado Springs, CO 80920	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Transportation Insurance Company		20494
	INSURER B: American Casualty Company of Reading, PA		20427
	INSURER C: N/A		N/A
	INSURER D: Starr Indemnity & Liability Company		38318
	INSURER E: ACE American Insurance Company		22667
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

SEA-004077918-02

REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	4034423300	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	4034423281	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	100 1242972 (CO) 100 1242972 (AOS)	10/01/2024 10/01/2024	10/01/2025 10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional & Cyber Liability		D94912532 014	10/01/2024	10/01/2025	Each Claim / Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Professional Services Agreement; Project DC-0326; Project Name: Regional Digital Orthophoto Images and Associated Data

The City of Oklahoma City and its participating trusts are included as additional insured where required by written contract with respect to general and auto liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions

CERTIFICATE HOLDER

The City of Oklahoma City
Department of Public Works
Attn: Leigh Demers
420 W. Main Street Suite 700
Oklahoma City, OK 73102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

Professional Services Agreement
Attachment “F” (“Affidavits”),

Attached behind this page is a copy of the CONTRACTING ENTITY’s Affidavits.

1. Anti-Collusion Affidavit
2. Business Relationship Affidavit

ANTI/NON-COLLUSION AFFIDAVIT

The following Affidavit is submitted by the Bidder, or Bidder's Authorized Agent:

The undersigned of lawful age, being first duly sworn on oath, affirms and says:

1. The undersigned is the Bidder or the duly authorized agent of the Bidder submitting this competitive bid and as the lawful authority to execute this Affidavit and the attached Bid.

For the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached:

2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Bidder nor anyone subject to the Bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. to any collusion with any City or Trust official, agent or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
 - c. in any discussion between bidders and any City or Trust official, agent or employee concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. The undersigned certifies, if awarded this contract, whether competitively bid or not, neither the Bidder nor anyone subject to Bidder's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City or Trust any money or other thing of value, either directly or indirectly, in procuring this contract.

***This Bid will not be considered unless
this form has been fully completed and signed and certified by the Bidder.***

Certified this 12th day of March, 2025.

Sanborn Map Company Inc.

Name of Individual, Partnership, Limited Liability
Company, or Corporation herein called Bidder


Signature of Bidder or Bidder's Authorized Agent

John Coppk, Chief Executive Officer
Type or print name and title of person who signed above

This Affidavit required for Public Improvement Projects by 61 Okla. Stat. Supp. 2008 § 115.

ANTI/NON-COLLUSION AFFIDAVIT
NOTARY STATEMENT

STATE OF Colorado)
COUNTY OF El Paso) §

I, Stacey Biggs, Notary Public in and for said County and State, do hereby certify that on this 12th day of March, 2025, John Copple, personally known to me to be the same person and official who executed the above and foregoing instrument as John Copple appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act on behalf of Sanborn Map Co. pursuant to authority conferred and for the uses and purposes therein set forth.

IN WITNESS THEREOF, I have hereunto set my hand and seal the day and year last above written.

Stacey Biggs
Notary Public

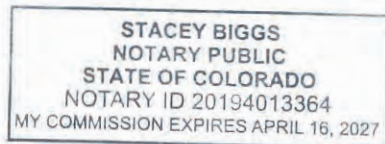
My commission expires:

4/16/2027

My commission #:

20194013364

(Seal)



**THE CITY OF OKLAHOMA CITY
BUSINESS RELATIONSHIP AFFIDAVIT**

The undersigned as Bidder or Bidder's Authorized Agent, being of lawful age and being first duly sworn on oath, hereby swears, affirms and states that the undersigned has thoroughly read and understands the provisions and terms of this Business Relationship Affidavit and is fully knowledgeable of Bidder's and its officers' and directors' business relationships and associations and hereby affirmatively so states that as a part of this Bid.

The undersigned as Bidder or Bidder's Authorized Agent further swears, affirms, and states that the Bidder does not have any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this sworn statement and has not had any such relationship with the architect, the engineer, or any other party to this project **except, if any, as stated on the lines below.**

The undersigned as Bidder or as Bidder's Authorized Agent further swears, affirms, and states that no officer or director of the Bidder has a partnership, joint venture, or other business relationship presently in effect and no officer or director of the Bidder has had any such relationship within one (1) year prior to the date of this sworn statement with any officer or director of the architectural or engineering firm or other party to this project **except, if any, as stated on the lines below.**

If Bidder or any of its officers or directors has or within the one (1) year prior to the date of this statement has had any such relationships, the Bidder or Bidder's Authorized Agent must state the names of all persons having such business relationships and the positions they hold or held with the Bidder and/or their respective companies or firms **on the lines provided below:**

John R. Copple

Chief Executive Officer/President

The Sanborn Map Company, Inc.

(THE BIDDER MUST STATE ANY BUSINESS RELATIONSHIP MEETING THE ABOVE DESCRIPTION ON THE LINES ABOVE, IF NO DISCLOSURE IS MADE ON THE ABOVE LINES THEN BIDDER WILL BE IRREFUTABLY DEEMED TO HAVE STATED AND SWORN UNDER PENALTY OF LAW THAT BIDDER AND ITS OFFICERS OR DIRECTORS HAS NO SUCH RELATIONSHIPS.)

This Bid will not be considered unless this form has been fully signed by the Bidder, and notarized, dated and completed by the Notary Public.

STATE OF Colorado)
COUNTY OF El Paso) ss.

The undersigned, as Bidder or Bidder's Authorized Agent, hereby expressly adopts and affirmatively incorporates herein by reference the above recitation as the sworn statement of the Bidder and the signatory.

The Sanborn Map Company, Inc.

Name of Individual, Partnership, Limited Liability
Company, or Corporation herein called Bidder

John Copple

Signature of Bidder or Bidder's Authorized Agent

John R. Copple

Type or print name and title of person who signed above

Signed and sworn to or affirmed before me on this 12th day of March, 2025, by the above named Bidder or Bidder's Authorized Agent.

My Commission expires 4/16/2027

My Commission number 20194013364

STACEY BIGGS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194013364
MY COMMISSION EXPIRES APRIL 16, 2027

Stacey
Notary Public

This Affidavit required for Public Improvement Projects by 61 Oklahoma Statutes Supp. 2008 § 108.

Professional Services Agreement

Attachment “G” (“Request for Proposals, including Addenda”),

Attached behind this page is a copy of the CONTRACTING ENTITY’s Request for Proposals, including Addenda.