CITY OF AURORA, ILLINOIS CONTRACT BETWEEN CITY OF AURORA AND MOTIVF CORP. FOR INDOOR MAPPING SOLUTION

This Contract No. ______ is dated _____, 2023, between the City of Aurora, Illinois, a Illinois home rule municipal corporation, hereinafter referred to as the "City" or "Owner", and Motivf Corporation, a Virginia Corporation, hereinafter referred to as the "Contractor".

WHEREAS, Contractor has been awarded this nonexclusive Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary to assist with the development of a Indoor Mapping Solution and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

DOCUMENTATION

For and in consideration of the money hereinafter specified to be paid by the City to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby agrees with the City to fully perform the services, provide any materials called for and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein:

- 1. Scope of Work (Exhibit 1).
- 2. Fee Schedule dated June 2, 2023 (Exhibit 2), Indoor-Mapping-Final-Pricing-Motivf.xls
- 3. List of City properties to be included in project Phase 1 ("Priority Inventory Overview" tab in the *Indoor-Mapping-Final-Pricing-Motivf.xls* (Exhibit 2)

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the City documents, and this Contract will control over any Contractor supplied documents or information.

TERM OF CONTRACT

The term of this Contract shall be for one (1) year, from _____, 2023 through _____ 2024 at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the City.

By mutual agreement of the parties, the contract may be renewed for up to four (4) additional

one (1) year terms of any combination thereof. If either party wants to renew the Contract that party shall give a written request to renew to the other party at least sixty (60) days before the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within thirty (30) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within thirty (30) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.

All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual written agreement of both parties.

TIME OF PERFORMANCE

The Contractor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by notice to proceed given by the City representative to the Contractor, and the Contractor agrees to fully perform and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contractor sor employees doing other work or using the area where Contractor is working.

PAYMENT

A. The City and Contractor agree that the City will only pay the Contractor, in accordance with the Illinois Local Government Prompt Payment Act, for work conducted and materials actually provided on the Project requested and accepted by the City. The payment requested shall be for the services completed and or materials supplied for the Project, as specified in the Scope of Work (Exhibit 1). Invoices for services rendered and accepted shall be submitted by Contractor directly to the payment address of the requesting City department/division.

B. The City agrees to pay Contractor for the Contractor's complete and satisfactory performance of the Work, in accordance with the Illinois Local Government Prompt Payment Act. Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to the City, all of which need to be approved and accepted by the City prior to such payment, unless otherwise provided for in the Contract documents. Once a payment request (i.e., invoice) has been received by the City, the City will process such payment request. If there are any objections or problems with the payment request, the City will notify the Contractor of such matters.

C. The services the Contractor may be requested to provide the City are those items set forth in Exhibit 1 (Scope of Work) and/or Exhibit 2 (Fee Schedule), which list of services may be amended by the mutual agreement of the parties. The prices to be paid to the Contractor for

such services provided to and accepted by the City under the provisions of this Contract shall be the current price(s) as set forth in Exhibit 2 (Fee Schedule).

INDEPENDENT CONTRACTOR

The relationship between Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

ENTIRE CONTRACT

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

VENUE AND JURISDICTION

The substantive and procedural laws of the State of Illinois shall apply to the interpretation of this contract notwithstanding their choice of law principles.

The exclusive forum for any litigation arising out of this contact shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County Illinois.

FREEDOM OF INFORMATION ACT

As a public body, the City's records are governed by the Illinois Freedom of Information Act (5 ILCS 140/1), which provides that any public records in its possession are subject to inspection by the public. Therefore, unless a statutory exemption applies, records relating to this contract are considered public records under FOIA and therefore not confidential. To the extent [Vendor] may be performing a governmental function on behalf of the City, records in [Vendor's] possession that relate to this contract, unless exempt under FOIA, may also be considered public records subject to inspection by the public. Therefore, Vendor agrees to cooperate with the City in the event a FOIA request for such records is received, and agrees to provide the City with the requested records within two (2) business days.

INDEMNIFICATION AND INSURANCE

Contractor shall provide the City with evidence that it has obtained and maintains the insurance coverage set for in Exhibit 3. In all cases, the Contractor Shall provide the City with a certificate naming the City as an additional insured party and shall not cancel such insurance without prior

written notice to the City.

Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees from and against all claims, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees arising from or out of the Contractors performance of its obligations under this agreement, including specifically those brought by a third party.

Neither by the insurance or indemnification requirements of this Agreement does the City waive any privilege, defense, or immunity, which may be available to it, its elected officials, officers, or employees by law, including but not limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

SIGNATURE PAGE TO FOLLOW

The parties hereto have signed this Contract by their authorized representatives.

CITY OF AURORA

Ву_____

Name / Title:

Date:

MOTIVE CORPORATION

Ву_____

Name / Title:

Date:

EXHIBIT 1 TO CONTRACT _____ BETWEEN CITY OF AURORA AND MOTIVF CORPORATION FOR INDOOR MAPPING SOLUTION SCOPE OF WORK

1 – Scope Overview

1.1 – Work Activities

The scope of work to be performed by the Motivf / geoConvergence Team ("Contractor") will include the following activities:

- Reality capture On-site collection of source data at City of Aurora ("City") properties, facilities, and structures, referred to herein in the aggregate as "properties" or "City properties",
- 2. **Data processing** Processing of source data and compilation of additional data for delivery to the City, and
- 3. **Data delivery** delivery of processed data, in Esri ArcGIS format(s), for use in Esri's ArcGIS Indoors software product.

1.2 – Data to be Delivered

The following data will be captured and processed by the Contractor and delivered by the Contractor to the City, categorized as the *base deliverable* and *additional optional deliverables*:

- 1. Base deliverable
 - Base layer: ArcGIS Indoors files Digital data representing identified City properties in 2D and 3D format, delivered in Esri ArcGIS data formats for use in Esri's ArcGIS Indoors software product.
 - b. The base layer deliverable will also include a virtual reality representation of each City building, made available as a **Matterport** "**dollhouse**" file, served to the City via Matterport's web-based *Showcase* application¹.
 - c. A **2D schematic** of each floor in the identified City buildings, in portable document (PDF) format.
 - d. **Genetec security cameras** Captured as Esri ArcGIS features and as ArcGIS Indoors *points of interest* (POIs), to be visually integrated with the base layer

¹ The initial access will be provided by the Contractor. Ongoing access to dollhouses hosted on the Matterport *Showcase* application requires a subscription to Matterport's *Discover* service.

described above. Each camera will include a link to Genetec security camera live feed, where necessary camera data is provided to the Contractor by the City.

2. Additional optional deliverables

The Contractor can deliver the following additional data, upon request by the City. These data can be provided at additional cost, at the per unit costs provided to the City by the Contractor on June 2, 2023 (Exhibit 2, Fee Schedule).

In order to provide these data at the per unit costs quoted, the City must authorize the Contractor to capture and provide these additional deliverables prior to beginning the reality capture activity for the identified City properties.

These additional data can be requested for any or all of the City properties, at the City's discretion. The per unit costs for these additional data apply regardless of the number of properties for which the additional data will be provided.

- a. **BIM data files (architecture + furniture)** Data files in Autodesk Revit and Autocad format including major architecture features and fixed, and semipermanent furniture on each floor for each identified City property.
- b. BIM data files (architecture + MEP) Data files in Autodesk Revit and Autocad format including major architecture features, fixed, and exposed mechanical, electrical, and plumbing (MEP) assets on each floor for each identified City property.
- c. Building exterior 3D representations 3D representation of buildings/structures for identified City properties, in Esri ArcGIS format, for use in Esri applications including ArcGIS Online and Web Scenes.

1.3 – Work Phases

The work will be delivered in one or more phases, as summarized herein.

All three activities listed in Exhibit 1, Section 1.1 above will be performed in full for each phase before a new phase of work begins. Each phase of work will be preceded by a by contractual agreement between City and Contractor and a notice to proceed (NTP) issued by the City to Contractor:

- Phase 1 Completion and delivery of all three activities listed above, for twenty-eight (28) City properties, totaling an approximate 1,824,722 square feet of floor area. The City properties to be included and delivered as part of contract Phase 1 are included in Exhibit 2, "Priority Inventory Overview" tab.
 - a. Phase 1 Pilot The Contractor shall complete all project activities listed above for a small number of identified City properties, as a pilot delivery. The City and Contractor shall agree upon a small number of Phase 1 properties to be included in the pilot, totaling up to a cumulative 15,000 square feet of floor area².

² On Apr 10, 2023 the Contractor proposed a pilot including the Downtown Aurora Venue at 19-21 South Broadway, the City of Aurora Community Outreach building at 1226 Grand Boulevard, and the

- b. Phase 1 Iterations The remaining Phase 1 City properties, as listed in Exhibit 2, "Priority Inventory Overview" tab, will be delivered in one or more iterative deliverables by the Contractor. The City and Contractor will agree on the number of Phase 1 iterations, and the City properties to be included in each, prior to commencement of Phase 1 work³.
- Additional Phases Additional City properties can be included and delivered, as agreed to by the City and Contractor. A contract amendment and NTP will be provided before commencement of work for additional City properties beyond the Phase 1 properties.

The City may authorize one or more additional phases, and include any number of additional City properties in each phase, at its discretion. The Contractor will apply a minimum cost for each additional phase of work, as described in Section 6 below.

2 – Reality Capture

The reality capture activity will include the collection of source data, onsite at each identified City property, by the Contractor. The Contractor shall use data collection equipment and methods from Matterport to collect source data at each building.

The onsite capture activity will be performed by one or more Contractor staff, in coordination with the City project manager and/or other designated City representatives. The Contractor will be responsible for providing and configuring all source data capture equipment for onsite visits. The City will be responsible for coordinating, scheduling, and preparing identified properties for source data capture. The City will provide a designated project representative to accompany the Contractor staff during onsite data collection in facilities that require escorts.

The Contractor will capture source data for all Phase 1 City properties listed in Appendix A. Additional City properties can be captured in additional phases of work, as described above.

2.1 Reality Capture Assumptions

- 1. A common data collection process will be used by the Contractor for reality capture at all identified City properties.
- 2. A single data capture activity will be performed by the Contractor at each identified City property. Additional or secondary data capture activities can be performed by the Contractor at an additional fee.
- 3. The data collected onsite at each City property by the Contractor will act as the sole source for all Contractor deliverables. The City may provide the Contractor additional information, for reference and situational awareness purposes, at its discretion, however

Alderman's Offices at 60-62E Downer Place as the properties to be included in the Pilot. The City will confirm or provide alternate properties for the Pilot.

³ On Apr 10, 2023, the Contractor proposed groupings of City properties for Phase 1 iterations.

additional data and information provided by the City will not be included in the Contractor's deliverables to the City.

- 4. Onsite data collection will be performed by the Contractor in interior rooms and spaces within identified City properties only. Should the City elect to include building exterior 3D representations as part of the Contractor deliverable, then the Contractor shall also perform exterior data collection in immediate proximity to each identified City property.
- 5. The City will provide access to all spaces and rooms in the identified City properties for the Contractor, for the purpose of source data collection. The City may be present with the Contractor to guide and/or monitor Contractor data collection while present inside the identified properties.
- 6. The City will prepare occupants and the contents of the identified properties in advance of Contractor onsite visits, to facilitate Contractor data preparation. This includes notifying occupants in advance of the visit, communicating the purpose of the visit and expected Contractor activities, and removing any sensitive or restricted information and materials not intended for viewing or access by Contractor staff.
- 7. The City will coordinate and schedule activities within the identified properties to enable efficient Contractor data collection. The Contractor will have uninterrupted access to identified properties and spaces and rooms within, to enable continuous data collection with reasonable pauses and short breaks as needed.
- 8. The City will make reasonable efforts to provide access to multiple properties during the Contractor's onsite data collection activities, to ensure a reasonable continuity of work and Contractor team productivity throughout the course of each workday.
- 9. Any rooms or spaces not accessible to the Contractor staff during the onsite data collection activity will be excluded from the data deliverables, i.e., follow-up visits to capture source data in rooms or spaces not accessible during the initial Contractor visit will not be included in the Contractor's base pricing.
- 10. The Contractor will leave the rooms and spaces visited during data collection in the state and condition that existed at the beginning of the data collection activity. Any materials or furniture moved by Contractor staff will be replaced in their original condition and location prior to completion of the data collection activity.
- 11. The Contractor will not move any City property or equipment during the data collection activity without prior coordination and verbal or written approval from a City representative. Moving of City property or equipment during data collection will be avoided and only performed if necessary to ensure collection of necessary source data.
- 12. The Contractor will be wholly responsible for the use and treatment of source data collection equipment. Formal training of City staff on the use of the source data capture equipment (from Matterport) is not included in the scope of work.
- 13. The locations and unique camera number (unique identifiers) for each Genetec camera location will be provided to the Contractor by the City. The Contractor shall not perform

activities to locate and inventory Genetec or other camera locations during the onsite data collection visits at identified City properties.

14. Source data will remain in the possession of the Contractor during the reality capture / onsite data collection activity, to facilitate data processing.

3 - Data Processing

The source data will be processed at Contractor offices and facilities, on Contractor computer equipment, in order to create the data deliverables to the City. Several source data processing steps will be performed by Matterport, in accordance with standard Matterport data processing processes and procedures, under contract to and in coordination with the Contractor.

The City will provide the Contractor with the following additional information, in addition to source data captured during onsite visits:

- 1. **Camera information** the location and unique identifiers for all Genetec cameras to be included in the data deliverables. Only cameras for which the City provides locations and unique camera identifiers will be included in the data deliverables.
- Room/space numbers, names, and use room and space numbers and/or names, and space use (office, storage, etc.) will be provided by the City to the Contractor. This information can be provided by City representatives during onsite source data capture. If not available during onsite visits, then the Contractor will provide the City with a spreadsheet to confirm and add additional data after the onsite visit.

3.1 Data Processing Assumptions

- The City's data, including source data collected by the Contractor and to the Contractor by the City (including Genetec camera and room/space information), will not be shared with or otherwise made available to any other party other than Contractor staff and Matterport data processing systems.
- 2. The Contractor shall provide appropriate and reasonable data protection and security measures to ensure no unauthorized access to City data.
- The City may request, and will be granted, access to their source data at any time during the data processing activity. However, access will be granted with viewer privileges only during data processing, while present on Contractor and Matterport systems and networks.
- 4. The City may request copies of its data at any time during the data processing activity. If requested, the Contractor will provide a copy of data, in-process and in its current state at the time of the City's request, to the City.
- 5. The City reserves the right to instruct the Contractor to remove City data source and inprocess - at any time. Upon such request, the Contractor will archive all City data, provide the archive to the City, and remove all data from Contractor and Matterport systems and networks.

- 6. The City will provide Genetec camera information prior to the Contractor's delivery of base layer data, for the identified City properties. Once the Contractor has provided deliverable data to the City, additional cameras can be added as a data maintenance activity following initial data delivery.
- 7. The City will provide the following for each Genetec camera:
 - a. Camera location (shown on a map, diagram, or schematic, rather than provided as a verbal or narrative description),
 - b. Camera unique identifier,
 - c. Unique web URL for the live camera feed for each camera⁴.
- 8. The City will provide the following for each room and space in the identified City properties:
 - a. Room number, if applicable,
 - b. Room name (or short description), if applicable,
 - c. Room use designation (office, storage, circulation space, etc.).

4 - Data Delivery and Deliverables

The Contractor will deliver the following to the City:

- 1. A log showing the date(s) and time(s) that Contractor staff visited each identified City property for source data collection. The log will include:
 - a. Name of Contractor staff present,
 - b. Name of City project representative present,
 - c. Date(s) and time(s) present at the property,
 - d. Short narrative summary of any noteworthy observations, events, or interactions while onsite, if any.
- 2. Short memorandum providing a summary inventory of all source data collected and processed for each identified City property.
- 3. Short memorandum describing the source data collection, data processing, and quality assurance and quality control (QA/QC) steps used by the Contractor during preparation of deliverables to the City. The data collection and processing steps will be described in adequate detail to provide the City with an understanding of processes used, and to guide future data collection activities as needed, independently of Contractor involvement.

⁴ This will enable the ability for the City to click on each camera in the Esri ArcGIS Indoors software and other Esri-based software and applications and view the live camera feed.

- 4. One draft and one final delivery of data for each iteration for each data collection phase, starting with the Phase 1 pilot, for each Phase 1 iteration following the Pilot, and for any future phases of work:
 - a. Draft delivery will be provided for installation on City systems and network, for City acceptance review and comment,
 - b. Final delivery will be provided for installation on City systems and network, and will include modifications to the draft data based on City review comments,
 - c. A short memorandum providing a "disposition of comments" for each City review comment, indicating how the comment was resolved by the Contractor.

4.1 – Data Deliverable Content and Format

The draft and final data deliverables will include the following:

Base Layer:

Data representing the indoor configurations of the identified City properties, for use in ArcGIS Indoors Pro, ArcGIS Indoors Map, ArcGIS Online, and other custom applications developed by the City using Esri application programming interfaces (APIs).

- 1. Esri geodatabase feature datasets structured using the Esri Indoor dataset schema, including:
 - a. **Indoor dataset** including the following feature classes, to view building interiors in 2D ("top town") view:
 - i. ArcGIS Indoors "Sites" feature class Enabling the ability for the City to group facilities and properties into a single overarching unit, for map zooming, queries, etc.
 - ii. ArcGIS Indoors "Facilities" feature class The footprints of each included City property,
 - iii. ArcGIS Indoors "Levels" feature class The footprint of each floor in each property,
 - ArcGIS Indoors "Details" feature class Architectural details including walls, doors and door swings, windows, half-walls and fixed furnitureFurniture, including permanent and semi-permanent, items on each floor/level.
 - v. ArcGIS Indoors "Units" feature class functional areas on each floor/level (workspaces, circulation areas, stairways, elevators, etc.),
 - b. **Indoor 3D dataset** Indoor 3D dataset multi-patch feature classes matching those listed directly above will be provided by the Contractor.

These datasets will contain "2.5D" representation (a 3-D representation of the building interior features based on rules-based extrusion of the 2D features to show general height properties) of the indoor features listed above.

- The 2.5D extrusion of building-interior features will not include windows. (windows will be included in the optional "Building Interior 3D Representation" product described below, should the City elect to include that optional product as a deliverable).
- ii. The Indoor 3D dataset deliverable (rendered in 2.5D) will appear similar to the illustration shown in Appendix A.
- Matterport Dollhouse an immersive and navigable virtual reality 3D view of each floor in each included City property, stored in and served from Matterport's Showcase web application and portal. The City can connect to this dollhouse view from ArcGIS Indoors, other Esri GIS applications, or other City websites as desired.
- Floor plan schematic one 2D "as-built" (as-scanned) schematic for each floor of each included City property, in PDF format, registered to "paper-space" (i.e., not georeferenced to real-world coordinates or location). Each schematic will show, using standard architectural as-built drawing standards, walls, doors, windows, staircases, elevator shafts, and fixed furniture.

Genetec Security Cameras:

- 1. Esri geodatabase feature class containing a point feature for each camera location, attributed with camera unique identifier and URL for live camera feed,
- 2. This feature class can be added to ArcGIS Indoors or to other Esri software and applications as a POI layer.

Metadata

3. Feature classes will include metadata populated to indicate the source for each feature class, date captured and compiled. The City may provide additional metadata, once delivered by the Contractor.

Optional Deliverables

Additional optional deliverables, if selected by the City, will be provided by the Contractor as draft and final products in the following formats:

BIM (Architecture + Furniture)

Containing architectural features (same architectural features as the base layer deliverable, and furniture including fixed and semi-permanent items such as tables, seating, cabinets planters, appliances, and some wall fixtures):

- 1. One BIM file package for each floor in each identified City property, including:
- 2. .RVT file, compatible with Autodesk Revit 2020 or newer,
- 3. .DWG file, showing floor plan features (similar to the floor plan schematic included in the base layer deliverable as a PDF),
- 4. .DWG file, showing reflected ceiling features,
- 5. .IFC (industry foundation classes)

6. .RCS raw/source point cloud data

BIM (Architecture + MEP)

Containing architectural features (same architectural features as the base layer deliverable, and mechanical, electrical, plumbing, mechanical equipment, ducts, some conduits, some pipes, and outlets:

- 1. One BIM file package for each floor in each identified City property, including:
- 2. .RVT file, compatible with Autodesk Revit 2020 or newer,
- 3. .DWG file, showing floor plan features (similar to the floor plan schematic included in the base layer deliverable as a PDF),
- 4. .DWG file, showing reflected ceiling features,
- 5. .IFC (industry foundation classes)
- 6. .RCS raw/source point cloud data

Building Exterior 3D Representations

Building exterior 3D representations, if added as a deliverable by the City, will be provided in the following format(s) for use in Esri 3D web scenes. The building exteriors will be provided with basic rendering using available textures from Esri, to provide a general indication of the character and appearance of each building exterior. Major/large windows and doors/entries will be included in the 3D building representations:

- 1. Multi-patch geodatabases, and
- 2. Scene layer packages (SLPK)

4.2 – Data Delivery Assumptions

- 1. The City will provide a single set of comments for each draft deliverable provided by the Contractor.
- 2. The comments for each draft deliverable will be a compilation of feedback from all City data reviewers.
- 3. The City will reconcile any conflicting or ambiguous / non-actionable comments prior to providing to the Contractor.
- 4. The City will provide review comments to the Contractor, for each draft deliverable, within a timeframe agreed upon by both parties prior to NTP.
- 5. The Contractor will provide the final deliverable within a timeframe agreed upon by both parties prior to NTP.
- 6. The Contractor will provide a "disposition" of each City comment, describing how the comment was resolved through modifications to the draft data, clarification for City benefit, and/or other means.

- 7. The City will not provide additional source data as part of its draft review comments. The Contractor may receive and include additional data, following delivery of the sources data, as an ongoing maintenance activity.
- 8. The Contractor will provide draft and final data as part of its deliverables. The City will, upon receipt of those data, be responsible for installing those data into its Esri software, databases, and other systems.
- 9. The City retains the necessary expertise and resources to install draft and final data into its systems and network. The Contractor will not provide "step-by-step" instructions for the City to install draft and final data.
- 10. The Contractor will be available to assist the City, via remote/virtual communications (phone, email, or video conferencing), with the installation of draft and final data on City systems and networks. The Contractor will provide a reasonable amount of assistance and guidance to City staff for draft and final data installation.
- 11. Camera locations will be provided as point GIS features. Field of views will not be captured by the Contractor.

5 – Acceptance Criteria

The City will accept the final deliverables when the following conditions are met:

- 1. The City is able to upload and install the final deliverable, including Genetec camera locations and information, into its ArcGIS geodatabases and ArcGIS Indoors Pro and ArcGIS Indoors Map software,
- The City agrees that the content in the Contractor deliverables provide a reasonably accurate representation of the current state of each identified City property at the time of source data capture, and
- 3. The Contractor has adequately addressed each City comment based on review of draft data deliverables.

6 - Ongoing Data Maintenance

Additional data and optional deliverables can be provided by the Contractor to the City, following acceptance of the final deliverables, on a request basis. Exhibit 2 provides fees, minimum pricing, and assumptions related to ongoing maintenance and inclusion of additional, optional deliverables.

Appendix A - ArcGIS Indoors Building Interior 3D Representation

The 3D base layer deliverable described in Section 4.1 will appear similar to the following, and include the following content (the color-coding indicating room/space use categories)

