



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: June 7, 2016

or Procurement Director Award

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**Contractor/Vendor Name (DBA):** Pictometry International Corp.

**Project Title/Description:**

Aerial Photography Services

**Purpose:**

Amendment of Award: Master Agreement No. MA-PO-16-266, Amendment No. 1. Increase award amount by \$81,070.00 for a total not to exceed amount of \$1,651,279.00 to cover the additional aerial photography images of the Altar Valley Watershed to develop a watershed restoration plan.

**Procurement Method:**

On 04/05/2016, pursuant to Pima County Procurement Code 11.24.010, Cooperative Procurement, the Board of Supervisors approved an award of contract in an amount of \$1,570,209.00 for a term of six (6) years.

Documents attached: Master Agreement.

**Program Goals/Predicted Outcomes:**

Obtain additional aerial photography images of the Altar Valley Watershed areas to develop a Watershed Restoration Plan.

**Public Benefit:**

The additional watershed images will provide public safety benefits and reduced flood hazard exposure. By expanding the current contract, it will not require additional flight projects to be established thus saving time and budget.

**Metrics Available to Measure Performance:**

Analysis for the Altar Valley watershed restoration plan will be completed.

**Retroactive:**

No

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**Original Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

Funding Source(s):

Cost to Pima County General Fund: \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

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**Amendment Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 16-266

Amendment No.: 1 AMS Version No.: 3

Effective Date: June 7, 2016 New Termination Date: \_\_\_\_\_

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ 81,070.00

Funding Source(s): Flood Control District

Cost to Pima County General Fund: \$81,070.00

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Contact: Maria Julia Canizales *5/11/16*

Department: Procurement Department *5/12/16* Telephone: 724-8167

Department Director Signature/Date: *5/16/16*

Deputy County Administrator Signature/Date: *John Barta 5-19-16*

County Administrator Signature/Date: *E.K. Schellberg 5/19/16*  
(Required for Board Agenda/Addendum Items)

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# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1600000000000000266

MA Version: 3

Page: 1

Description: Aerial Photography Services Co-op 199994

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p><b>Issued By:</b> MARIA CANIZALES <b>Phone:</b> 5207248167 <b>Email:</b> maria.canizales@pima.gov</p>	T E R M S	<p><b>Initiation Date:</b> 06-07-2016 <b>Expiration Date:</b> 04-05-2022</p> <p><b>NTE Amount:</b> \$1,651,279.00 <b>Used Amount:</b> \$523,403.00</p>
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V E N D O R	<p>PICTOMETRY INTERNATIONAL CORP 25 Methodist Hill Drive Rochester NY 14623</p>	<p><b>Contact:</b> Erica M Womer <b>Phone:</b> 585-487-1577 <b>Email:</b> erica.womer@pictometry.com <b>Terms:</b> 0.0000 % <b>Days:</b> 30</p>
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V E N D O R	<p><b>Shipping Method:</b> Vendor Method <b>Delivery Type:</b> STANDARD GROUND <b>FOB:</b> FOB Dest, Freight Prepaid</p> <p><b>Modification Reason:</b> Increased funding by \$81,070.00. Attached Documents: Amendment No. 1.</p>
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This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

Master Agreement No: 1600000000000000266

MA Version: 3

Page: 2

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Project 1-Aerial Photo project year One Deposit	UOM 0.0000 %	Unit Price EA \$65425.37	Stock Code	VPN	MPN
2	Project 1-Aerial Photo year One balance	UOM 0.0000 %	Unit Price EA \$196276.13	Stock Code	VPN	MPN
3	Project 1-Aerial photo year Two balance	UOM 0.0000 %	Unit Price EA \$261701.5	Stock Code	VPN	MPN
4	Project 2-Aerial Photo project year Three Deposit	UOM 0.0000 %	Unit Price EA \$65425.37	Stock Code	VPN	MPN
5	Project 2 -Aerial Photo year Three balance	UOM 0.0000 %	Unit Price EA \$196276.13	Stock Code	VPN	MPN
6	Project 2 -Aerial photo year Four balance	UOM 0.0000 %	Unit Price EA \$261701.5	Stock Code	VPN	MPN
7	Project 3-Aerial Photo project year Five Deposit	UOM 0.0000 %	Unit Price EA \$65425.37	Stock Code	VPN	MPN
8	Project 3 -Aerial Photo year Five balance	UOM 0.0000 %	Unit Price EA \$196276.13	Stock Code	VPN	MPN
9	Project 3 -Aerial photo year Six balance	UOM 0.0000 %	Unit Price EA \$261701.5	Stock Code	VPN	MPN
10	Project 4-Alter Valley Watershed	UOM 0.0000 %	Unit Price EA \$81070	Stock Code	VPN	MPN

**PIMA COUNTY INFORMATION TECHNOLOGY  
DEPARTMENT**

**PROJECT:** Aerial Photography Services

**CONTRACTOR:** Pictometry International Corp

**CONTRACT NO.:** MA-PO-16-266

**CONTRACT AMENDMENT NO.:** One (1)

**CONTRACT**

**NO. MA-PO-16-266**

**AMENDMENT NO. 01**

This number must appear on all  
invoices, correspondence and  
documents pertaining to this  
contract.

**ORIG. CONTRACT TERM:** 04/06/2016 - 04/05/2022

**TERMINATION DATE PRIOR AMENDMENT:** 04/05/2022

**TERMINATION THIS AMENDMENT:** 04/05/2022

**ORIG. CONTRACT AMOUNT:** \$1,570,209.00

**PRIOR AMENDMENTS:** \$ .00

**AMOUNT THIS AMENDMENT:** \$ 81,070.00

**REVISED CONTRACT AMOUNT:** \$1,651,279.00

**COOPERATIVE PROCUREMENT AGREEMENT AMENDMENT**

WHEREAS, COUNTY and CONTRACTOR entered into a Contract for services as referenced above; and

WHEREAS, CONTRACTOR and COUNTY have agreed to increase the contract amount to allow payment for additional products and services during the term of the contract.

NOW, THEREFORE, it is agreed as follows:

**CHANGE:** Paragraph 3 Cooperative Contract Clarifications for the Contract

Replace Exhibit A with Exhibit A-1

Replace Exhibit B with Exhibit B-1

The effective date of this Amendment shall be June 7, 2016.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

**APPROVED:**

Chair, Board of Supervisors and Pima County  
Flood Control District Board

Date

**CONTRACTOR:**

Signature

Linda K. Sipini, SENIOR W Finance  
Name and Title (Please Print)

5/16/16

Date

**ATTEST**

Clerk of Board of Supervisors and Pima County  
Flood Control District Board

Date

**APPROVED AS TO FORM:**

Tobin Rosen, Deputy County Attorney

5/16/16

Date

**APPROVED AS TO CONTENT**

Department Head

5/16/16

Date

## EXHIBIT A-1

## PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, NY 14623

BILL TO	
Pima County, AZ	
Jack Lloyd	
Manager - Shared Application Platforms	
33. N. Stone Ave, 14th Floor	
Tucson, Arizona 85701	
(520) 724-6689	
jack.lloyd@pima.gov	

SHIP TO	
Pima County, AZ	
John Dickinson	
Senior GIS Analyst	
33. N. Stone Ave, 14th Floor	
Tucson, Arizona 85701	
(520) 724-6708	
john.dickinson@pima.gov	

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A115793	bgarcia	Biennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
1146	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$405.00 (10%)	\$464,130.00
654	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$67.50 (10%)	\$44,145.00
1146	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	\$10.00 (50%)	\$11,460.00
654	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$5.00 (50%)	\$3,270.00
2	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$398.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
505	LiDAR-PURCHASED-1.0m postings (sq mi) Custom Area	LiDAR data delivered in tiled LAS format, nominal raw post spacing of 1.0m, vertical accuracy sufficient to support optional generation of 2-ft contours (available separately). See Exhibit A-Appendix 5 attached to Maricopa County contract No. SERIAL 15056-RFP for further specifications. Customer shall own the copy of this LiDAR product delivered to Customer pursuant to this Agreement. Pictometry shall retain copies of said LiDAR product and shall own those copies.	\$110.00		\$55,550.00

352	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$67.50 (10%)	\$23,760.00
352	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$5.00 (50%)	\$1,760.00
SUBTOTAL – FIRST PROJECT					\$604,473.00

#### SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
1146	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$405.00 (10%)	\$464,130.00
654	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$67.50 (10%)	\$44,145.00
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2	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$398.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
SUBTOTAL – SECOND PROJECT					\$523,403.00

#### THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
1146	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$405.00 (10%)	\$464,130.00
654	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$67.50 (10%)	\$44,145.00

1146	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	\$10.00 (50%)	\$11,460.00
654	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$5.00 (50%)	\$3,270.00
2	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$398.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
SUBTOTAL – THIRD PROJECT					\$523,403.00

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	\$1,651,279.00
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<sup>1</sup>Amount per product = ((1-Discount %) \* Qty \* List Price)

#### FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

#### FIRST PROJECT

Deposit Due on July 1, 2016	\$75,559.13
Due at Initial Shipment of Imagery- No Earlier than July 1st, 2016	\$226,677.37
Due at First Anniversary of Shipment of Imagery- No earlier than July 1st, 2017	\$302,236.50
 Total Payments	 \$604,473.00

#### SECOND PROJECT

Deposit Due on July 1, 2018	\$65,425.37
Due at Initial Shipment of Imagery- No Earlier than July 1st, 2018	\$196,276.13
Due at First Anniversary of Shipment of Imagery- No earlier than July 1st, 2019	\$261,701.50
 Total Payments	 \$523,403.00

#### THIRD PROJECT

Deposit Due on July 1, 2020	\$65,425.37
Due at Initial Shipment of Imagery- No Earlier than July 1st, 2020	\$196,276.13
Due at First Anniversary of Shipment of Imagery- No earlier than July 1st, 2021	\$261,701.50
 Total Payments	 \$523,403.00

#### CAPTURE AND DELIVERY SCHEDULE

Pictometry will use commercially reasonable efforts to start each Project in April/May of the area reflected on an approved sector map and complete each Project on or before June 30<sup>th</sup> of that same year. However, because of factors beyond Pictometry's control including weather conditions, Pictometry cannot guarantee that imagery of the entire coverage area will be 100% captured within the stated timeframe.

## PRODUCT PARAMETERS

### IMAGERY – FIRST PROJECT

<b>Product:</b>	<b>IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector</b>
<i>Elevation Source:</i>	USGS
<i>Leaf:</i>	Less than 30% leaf cover (Off)
<i>Special Instructions:</i>	
<b>Product:</b>	<b>IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector</b>
<i>Elevation Source:</i>	USGS
<i>Leaf:</i>	Less than 30% leaf cover (Off)
<i>Special Instructions:</i>	
<b>Product:</b>	<b>IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector</b>
<i>Elevation Source:</i>	USGS
<i>Leaf:</i>	Less than 30% leaf cover (Off)
<i>Special Instructions:</i>	

### IMAGERY – SECOND PROJECT

<b>Product:</b>	<b>IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector</b>
<i>Elevation Source:</i>	USGS
<i>Leaf:</i>	Less than 30% leaf cover (Off)
<i>Special Instructions:</i>	
<b>Product:</b>	<b>IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector</b>
<i>Elevation Source:</i>	USGS
<i>Leaf:</i>	Less than 30% leaf cover (Off)
<i>Special Instructions:</i>	

### IMAGERY – THIRD PROJECT

<b>Product:</b>	<b>IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector</b>
<i>Elevation Source:</i>	USGS
<i>Leaf:</i>	Less than 30% leaf cover (Off)
<i>Special Instructions:</i>	
<b>Product:</b>	<b>IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector</b>
<i>Elevation Source:</i>	USGS
<i>Leaf:</i>	Less than 30% leaf cover (Off)
<i>Special Instructions:</i>	

**Standard Ortho Mosaic Products:** Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

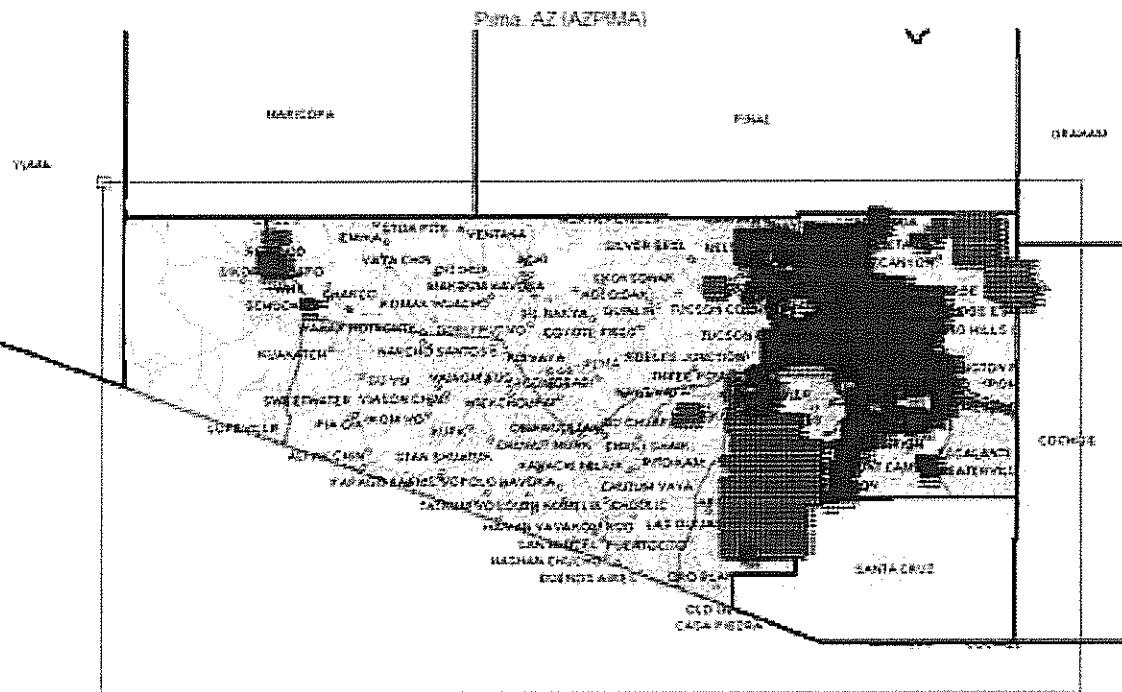
### LiDAR – FIRST PROJECT

<b>Product:</b>	<b>LiDAR-PURCHASED-1.0m postings (sq mi) Custom Area</b>
<i>Funding Source:</i>	Self-funded / None
(see related Terms & Conditions as applicable)	
<i>Special Instructions:</i>	

**RapidAccess—Disaster Response Program (DRP)**

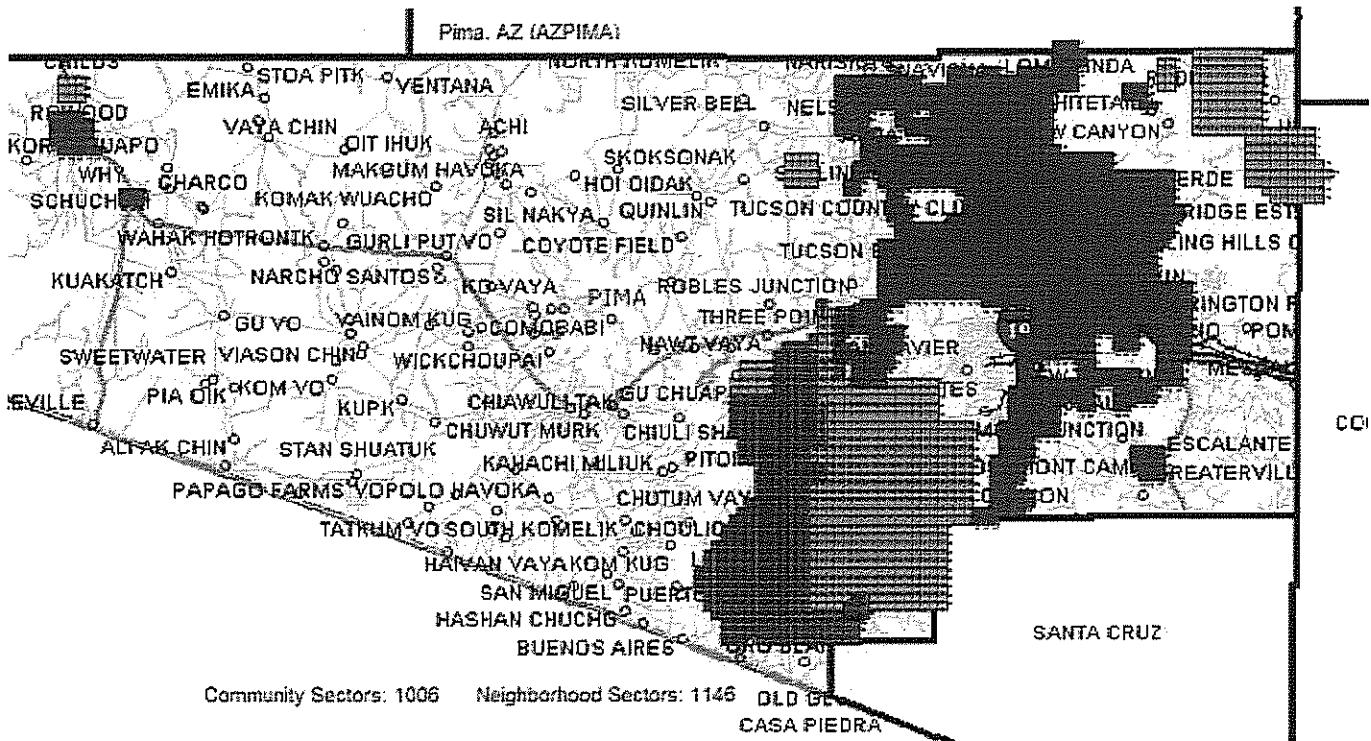
Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
  - Hurricane:** areas affected by hurricanes of Category II and higher.
  - Tornado:** areas affected by tornados rated EF4 and higher.
  - Terrorist:** areas affected by damage from terrorist attack.
  - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
  - Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Weather and available aircraft permitting, disaster imagery of up to 200 contiguous square miles of areas of affected by flood may be captured at a reduced cost during the period Customer is eligible for DRP.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.



Community Sectors: 654 Neighborhood Sectors: 1146

## FIRST PROJECT



## FIRST PROJECT

