



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 5/19/2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Pictometry International Corp.

***Project Title/Description:**

Aerial Photography Services

***Purpose:**

Amendment of Award: Master Agreement No. MA-PO-16-266, Amendment No. 3. This Amendment is for a one-time increase in the amount of \$28,122.49 for a cumulative not-to-exceed contract amount of \$1,703,601.49 and revises the scope of services for the third project. Administering Department: Information Technology.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative Procurement Authorized, on 04/05/16, the Board of Supervisors approved an award of contract for a term of six (6) years and a contract award amount of \$1,570,209.00.

On 06/07/16, the Board of Supervisors approved Amendment No. 1, which was a one-time increase in the amount of \$81,070.00 for a cumulative not-to-exceed amount of \$1,651,279.00 to cover the additional aerial photography images of the Alter Valley Watershed to develop a watershed restoration plan.

On 04/03/18, the Board of Supervisors approved Amendment No. 2, which was a one-time increase in the amount of \$24,200.00 for a cumulative not-to-exceed contract amount of \$1,675,479.00 to cover additional 79sq. miles of high resolution aerial photography images of several locations for Public Works, County Assessor's Office, and Economic Development Departments.

Before each two-year imagery capture, the areas of interest are re-evaluated to be sure the needs of the departments are met. The outcome of this evaluation can either increase or decrease the area that needs to be captured. In this year's evaluation by the departments, it was determined that an increase for an additional 32 sq. miles of new and increased resolution imagery is needed to support the needs of Natural Resources, Parks and Recreation department.

PRCUID: 199994

Attachment: Contract Amendment No. 3.

***Program Goals/Predicted Outcomes:**

To obtain additional aerial photography images and historical images of Pima County. Pima County department utilize the Geo-referenced aerial photographs to provide optimum service to Pima County residents.

***Public Benefit:**

This imagery is currently used by multiple County departments in a variety of ways which include generating revenue for the County, inventorying and managing County assets, enhancing Public safety efforts and supporting the County's economic development planning.

***Metrics Available to Measure Performance:**

Department will review accuracy and quality of the images provided by the contractor.

***Retroactive:**

No

TD COB: 5/4/20 (1)

Vers: 07

pgs: 8

Contract / Award 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) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award InformationDocument Type: MA Department Code: PO Contract Number (i.e., 15-123): 16-266Amendment No.: 03 AMS Version No.: 07Effective Date: 05/19/20 New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 28,122.49Is there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** General FundFunding from General Fund? ☒ Yes ☐ No If Yes \$ 28,122.49 % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Maricruz Lopez *ML* Division Manager: *Andrew* *5/1/20*Department: Procurement *mg* *5/1/2020* Telephone: 724-3736Department Director Signature/Date: *Charles B. Hunt* *05/01/2020*Deputy County Administrator Signature/Date: *CD* *5/4/2020*County Administrator Signature/Date: *CD* *5/4/2020*

(Required for Board Agenda/Addendum Items)

Pima County Department of Information Technology	CONTRACT
Project: Aerial Photography Services	NO. <u>160000000000000000266</u>
Contractor: Pictometry International Corp 25 Methodist Hill Drive Rochester, NY 14623	AMENDMENT NO. <u>03</u>
Contract No.: MA-PO-16-266	This number must appear on all invoices, correspondence and documents pertaining to this contract.
Contract Amendment No.: Three (03)	

Orig. Contract Term: 04/06/2016 - 04/05/2022	Orig. Amount:	\$1,570,209.00
Termination Date Prior Amendment: 04/05/22	Prior Amendments Amount:	\$ 105,270.00
Termination Date This Amendment: 04/05/22	This Amendment Amount:	\$ 28,122.49
	Revised Total Amount:	\$1,703,601.49

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. **Maximum Payment Amount.** The maximum amount the County will spend under this Contract, is increased by \$28,122.49. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$1,703,601.49.
2. **Scope of Services.** The parties have revised the Scope of Services as follows:
 - 2.1. The THIRD PROJECT's Licensed Products, Product Parameters and Payment Terms set forth in **Exhibit A-1** of the Agreement are deleted in their entirety and replaced with **Exhibit A-3** (3 pages) attached to this Amendment.
 - 2.2. The Sector Map attached to this Amendment as **Exhibit B-3** (1 page) are added to the Agreement.

The effective date of this Amendment is May 19, 2020.

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

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Stacey A. Roseberry, Deputy County Attorney
4/27/2020

Date

Pictometry International Corp.

DocuSigned by:


Authorized Officer Signature

Brian Brockmann
Printed Name and Title

4/30/2020
Date

EXHIBIT A-3 (3 pages)

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

** The Product Descriptions, Prices, and Payment Terms below and the map attached replace the Product Descriptions, Prices, and Payment Terms set forth in DO No. 20000000000000003743 issued August 6, 2019.

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

ORDER #

C17566866

BILL TO
Pima County, AZ
Jack Lloyd, Manager - Shared Application Platforms
33. N. Stone Ave, 14th Floor
Tucson, AZ 85701
(520) 724-6688
jack.lloyd@pima.gov

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

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
AI15793	lgarcia	Biennial

THIRD PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1,345	IMAGERY - NEIGHBORHOOD - 4-way (NS) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 1-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. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10%)	\$464,130.00
266	IMAGERY - NEIGHBORHOOD - 4-way (NS) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 1-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. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$106.08 (76.426%)	\$28,217.49
616	IMAGERY - COMMUNITY - 4-way (CS) (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: 1.06 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$67.50 (10%)	\$41,590.00
1,412	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. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$14,120.00
616	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. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50%)	\$3,080.00
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. Applicable Terms and Conditions: Order Form	\$190.00		\$380.00
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. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00

1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$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. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
SUBTOTAL - THIRD PROJECT					\$551,525.49

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 due under this Agreement including, but not limited to, attorneys' fees and court costs.

THIRD PROJECT

Deposit Due on July 1, 2020	\$65,425.37
Due at Initial Shipment of Imagery- No Earlier than July 1st, 2020	\$210,337.38
Due at First Anniversary of Shipment of Imagery- No earlier than July 1st, 2021	\$275,762.74
Total Payments	\$551,525.49

PRODUCT PARAMETERS

THIRD PROJECT

IMAGERY

Product:	IMAGERY - NEIGHBORHOOD - 4-way (NS) (2in) Per Sector
Leaf:	Leaf Off: Less than 30% leaf cover
Product:	IMAGERY - COMMUNITY - 4-way (CS) (2in) - Per Sector
Leaf:	Leaf Off: Less than 30% leaf cover

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 outlines along mosaic seams resulting from the following types of artifacts:

- Discontinuities in non-elevated surfaces generally caused by inaccurate elevation data;
- Discontinuities in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- Seasonal variations caused by images taken at different times during a season, or during different seasons;
- 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;
- Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- 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.

RapidAccess—Disaster Response Program ("DRP")

Page 3 of 3

Pima County, AZ - C17566386 2020-04-16

DD-0002-20160315

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 2 and higher.
 - ☐ Tornado: areas affected by tornadoes 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.
- 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.

EXHIBIT B-3 (1 PAGE)

MAP

