

**ARLINGTON COUNTY, VIRGINIA****AGREEMENT NO. 19-033-SS  
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number 19-033-SS dated 09/11/2018 ("Main Agreement") between Pictometry International Corp ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor amend the Main Agreement as follows:

1. The Main Agreement, paragraph 1. Is amended to as follows:  
The Contractor agrees to provide the goods or services set forth in Exhibit A (Scope of Work and Contract Pricing). Provide software licenses, training, documentation, and support as detailed in Exhibit A, Exhibit B (Pictometry Delivered Content Terms and Conditions of Use); Exhibit C (Pictometry Software License Agreement);, Exhibit D (Online Services Terms and Conditions); and Appendix 1 "PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS".
2. Exhibit A Scope of Work and Contract Pricing is amended to include the following products and pricing:

Qty	Product Name	Product Description	List Price	Discount Price (%)	Amount
45	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. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$525.00		\$23,625.00
45	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		\$900.00
1	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	\$199.00		\$199.00
45	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$90.00
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	\$0.00		\$0.00

Qty	Product Name	Product Description	List Price	Discount Price (%)	Amount
		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			

3. Section 15 of the Main Agreement shall be amended as follows:

**Method of Ordering:** County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must reference the Work Order issued by Contractor in order for work to be performed. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. In the event of a conflict between the terms and conditions of a Purchase Order; and this Agreement, the terms and conditions set forth in this Agreement shall prevail.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

AUTHORIZED  
SIGNATURE: \_\_\_\_\_



NAME: Igor Scherbakov  
TITLE: Procurement Officer

DATE: 1/28/19 \_\_\_\_\_

PICTOMETRY INTERNATIONAL  
CORP.

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

DocuSigned by:  
*Brian Brockmann*  
019C50280FE1418

NAME AND  
TITLE: Brian Brockmann Corporate Vice President

DATE: 1/24/2019 \_\_\_\_\_