This Amendment Number 2 (hereinafter "Amendment") to Contract ITS-I10500-C for Digital Aerial Imagery Data Quality Assurance/Quality Control and Distribution Services (hereinafter "Agreement") is entered into as of ________, 20_____, by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County"), and Dewberry Engineer Inc. (hereinafter "Contractor"), with reference to the following facts:

Recitals

- R1 WHEREAS, County and Contractor entered into the Agreement, which was approved and executed by County's Board of Supervisors on April 6, 2020; and
- R2 WHEREAS, the Director of the Internal Services Department (hereinafter "ISD") or designee is expressly authorized pursuant to Sub-paragraph 8.1.1 to execute an amendment which affects the scope of work, including deletion or addition of facilities, term, Contract Sum, payments or any term or condition included under this Agreement; and
- R3 WHEREAS, on June 9, 2020, the Board authorized the Director of ISD, or designee, to execute Amendments for negotiated cost reductions based on Voluntary Price Reduction Board Motion; and
- R4 WHEREAS, the Agreement was amended by Amendment One on August 31, 2020, to apply a voluntary cost reduction of 2%, in accordance with the Voluntary Price Reduction Board Motion, from July 1, 2020 through June 30, 2021; and
- WHEREAS, the parties wish to further amend the Agreement to extend the term of the Agreement for the first of two optional extensions for one (1) three-year term to provide Digital Aerial Imagery Data Quality Assurance/Quality Control and Distribution Services under the Agreement accordingly by delegated authority to ISD pursuant to Paragraph 8.1 (Amendments and Changes Orders) of the Agreement.

NOW THEREFORE, County and Contractor hereby covenant and agree as follows:

- 1. This Amendment is effective upon execution.
- 2. The person executing this Amendment on behalf of Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Amendment and all requirements of Contractor have been fulfilled to provide such actual authority.
- 3. The County hereby exercises the first of two (2) optional three-year periods to extend the term of this Contract for a three (3) year period from April 6, 2023 through April 5, 2026.
- 4. Exhibit B, Price and Schedule of Payments, is deleted in its entirety and replaced with the attached Exhibit B, Price and Schedule of Payments, Amendment 2.

Except as expressly provided in this agreement, all other terms and conditions shall remain in full force and effect.

By: Ameganti	COUNTY OF LOS ANGELES INTERNAL SERVICES DEPARTMENT By:			
Name: Amar Nayegandhi	Name:			
Title: Senior Vice President	Title:			
Date: 1/13/2023	Date:			

Exhibit B (Amendment 2)

Price and Schedule of Payments

The following table represents the Dewberry's cost for Digital Aerial Imagery
Quality Assurance/Quality Control and Distribution Services

The following table represents the Dewberry's cost for Digital Aerial Imagery Quality Assurance/Quality Control and Distribution Services					
Task #	Task/Subtask Description		Total Cost		
Task 1	Task 1 Major QA/QC Management Tas				
1.1	Status and User Group Meeting	\$	5,837.56		
1.2	Quality Plan	\$	3,457.35		
1.3	LAR-IAC QA/AC Project Tracking Live Dashboard	\$	8,643.38		
	Task 1 Total	\$	17,938.30		
Task 2	Development of Aerial Triangulation Reports				
2.1	Aerial Triangulation Reports	\$	23,515.63		
	Task 2 Total	\$	23,515.63		
Task 3	QA/QC of 4" Digital Orthophotos in Urban A	\rea	s (Project Area 1)		
3.1	4" Horizontal Accuracy Assessment Reports	\$	4,324.71		
3.2	Weekly QC Report for Project Area 1	\$	8,108.84		
3.3	Review 4" Orthophoto Tiles for SLDS Areas	\$	99,427.65		
3.4	Generate 4" Orthophoto Products for SLDS Areas	\$	12,163.26		
	Task 3 Total	\$	124,024.46		
Task 4	QA/QC of 9: Digital Orthophotos in National Forest	\rea	s (Project Area 2)		
4.1	9" Horizontal Accuracy Assessment Reports	\$	2,162.36		
4.2	Weekly QC Report for Project Area 2	\$	2,162.36		
4.3	Review 9" Orthophoto Tiles for SLDS Areas	\$	8,441.31		
4.4	Generate 9" Orthophoto Products for SLDS Areas	\$	2,702.95		
	Task 4 Total	\$	15,468.97		
QA/QC of Photogrammetric Breaklines and Light Detection and Ranging Task 5 (LiDAR) DTMs in Urban Areas (Project Area 1					
5.1	Review Úpdated DTM Tiles		1,563.20		
5.2	Generate Updated DTM Products	\$	1,563.20		
	Task 5 Total	\$	3,126.41		
Task 6 QA/QC of Oblique Aerial Digital Images (OADI) from the County's Product Vendor					
6.1	Evaluate OADI Image Tiles	\$	3,908.01		
6.2	Evaluate Horizontal Accuracy of OADI Image Tiles	\$	4,324.71		
6.3	Evaluate Vertical Accuracy of OADI Image Tiles	\$	4,324.71		
6.4	Generate OADI Deliverables	\$	4,396.51		
	Task 6 Total	\$	16,953.95		
Task 7	Full Delivery of Countywide and SLDS	-			
7.1	Full Delivery of The Complete Countywide Datasets Of All Products to LAR-IAC Participants Using Transfer Methods Determined By LAR-IAC Participants.	\$	23,040.00		

Full Delivery of All Countywide And SLDS Datasets, Using Hard Drives Purchased By Contractor. Task 7 Total Task 7 Total Task 8 Additional Data Products Task 8 Total Task 9 Total Task 9 Total 9 Task 9 Total 9 Task 9 Total 9 Task 9 Total 9 Task 10	7.2	Three Year Storage of All LAR-IAC Data.	\$	30,374.00
Task 8	1.2	-	φ	30,374.00
Task 8	7.0	,	Φ	04.004.00
Contractor shall create a JPEG2000 dataset of all tiles (9" and resolution) at a 20:1 compression ratio.	7.3	·		
8.1 Contractor shall create a JPEG2000 dataset of all tiles (9" and resolution) at a 20:1 compression ratio.	Tack 9		\$	77,718.00
8.1 resolution) at a 20:1 compression ratio.	I ask o			
Required Regular Reg	0.4	`	φ	1 251 47
Contractor shall create a GEOTIFF dataset of all tiles (9" and 4" \$ 1,351.47	8.1	• 1	Ф	1,351.47
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Contractor shall create 45 seamless imagery datasets in a mutually agreed upon format (e.g. file geodatabase) for each SLDS (based on shapefiles provided by LAR-IAC Partcipants), as determined by each SLDS. Contractor shall generate one countywide Enhanced Compression Wavelet (ECW) and/or one other agreed format mosaic at a mutually agreed upon compression ratio. Contractor shall generate 45 ECW and/or one other additional format mosaics for SLDS participants at a mutually agreed upon compression ratio. Contractor shall generate 45 ECW and/or one other additional format mosaics for SLDS participants at a mutually agreed upon compression ratio. Task 9 Production Management 9.1 Project Management 9.1 Project Management 11,675.12 9.2 On-Call Technical Support 5,837.56 Task 9 Production Management 11,675.12 9.2 On-Call Technical Support 5,837.56	8.2	4"	\$	1,351.47
Mutually agreed upon format (e.g. file geodatabase) for each SLDS (based on shapefiles provided by LAR-IAC Partcipants), as determined by each SLDS. Contractor shall generate one countywide Enhanced Compression Wavelet (ECW) and/or one other agreed format mosaic at a mutually agreed upon compression ratio. 1,081.18		resolution) with no compression.		·
Mutually agreed upon format (e.g. file geodatabase) for each SLDS (based on shapefiles provided by LAR-IAC Partcipants), as determined by each SLDS. Contractor shall generate one countywide Enhanced Compression Wavelet (ECW) and/or one other agreed format mosaic at a mutually agreed upon compression ratio. 1,081.18		Contractor shall create 45 seamless imagery datasets in a		
8.3		mutually agreed upon format (e.g. file geodatabase) for each		
Contractor shall generate one countywide Enhanced Compression Wavelet (ECW) and/or one other agreed format mosaic at a mutually agreed upon compression ratio. 1,081.18				
Contractor shall generate one countywide Enhanced Compression Wavelet (ECW) and/or one other agreed format mosaic at a mutually agreed upon compression ratio. 1,081.18	8.3		\$	3,040.81
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Contractor shall generate 45 ECW and/or one other additional format mosaics for SLDS participants at a mutually agreed upon compression ratio. Task 8 Total \$9,865.75 Task 9 Production Management 9.1 Project Management 9.2 On-Call Technical Support \$5,837.56 Task 9 Total \$17,512.67 REQUIRED DELIVERABLES TOTAL (Tasks 1-9) Task QA/QC of Digital Terrain Data (as requested by County PD/PM) 10.1 Perform QA/QC of Digital Terrain Data \$57,946.05 10.2 Review Photogrammetric Breaklines \$30,904.56 10.3 Review Raster DEM \$15,452.28 10.4 Review Contour Lines \$15,452.28 10.4 Review Contour Lines \$15,452.28 10.5 Project Management \$15,566.82 Task 10 Total \$135,322.00 Task 11 Gather Horizontal QA/QC Checkpoints \$10,000.00 Task 11 Gather Horizontal QA/QC Checkpoints \$10,000.00 AS NEEDED DELIVERABLES TOTAL \$20,000.00 AS NEEDED DELIVERABLES TOTAL \$20,000.00	8.4		\$	1,081.18
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