

AGREEMENT

24-0293-ITB

Intersection Video Analytics Platform

This Agreement (the “agreement” or “contract”) is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”) and Roadsys, Inc. whose primary address is 334 East Lake Road #125, Palm Harbor, FL 34685 (hereinafter “CONTRACTOR”) (jointly, the “Parties”).

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. Solicitation Section 4, titled Special Terms & Conditions attached as Exhibit C.
 - d. Solicitation Section 5, titled Insurance Requirements attached as Exhibit D.
 - e. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications attached as Exhibit E.
 - f. Contractor's response to Solicitation Section 8, titled Pricing Proposal attached as Exhibit F.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for 36 months from the Effective Date (the "Contract Term").
2. At the end of the Contract Term, the Agreement may be extended for one (1), additional twenty-four (24) month term, or such other renewal terms agreed to by the Parties.

C. Spending Cap and Payment Structure

1. The County agrees to pay the Contractor up to the total not-to-exceed amount of \$12,000,000.00 for Services completed and accepted, payable at the rate set out in Exhibit F attached hereto, and upon submittal of an invoice as required. This is awarded to multiple contractors who collectively will not exceed \$12,000,000.00.
2. Multi-Contractor Contract- This contract consists of multiple contractors providing Intersection Video Analytics Platform services on an as-needed basis. The total not-to-exceed amount for all contractors is up to \$12,000,000.00. Contract expenditures are to be tracked by the Public Works department to ensure the total accumulated contract expenditure will not exceed \$12,000,000.00.

D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: Roadsys, Inc

Signature: *James Schmidt*

Print Name and Title: James Schmidt, President

Date: 7/31/2024

For County:

Signature:

Print Name and Title:

Date:

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

EXHIBIT C – Special Terms & Conditions

4.1. INTENT

It is the intent of Pinellas County to establish an Agreement for Intersection Video Analytics Platform to be ordered, as and when required.

4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) (if the Agreement includes software, online, or digital content services)

Any terms required by law

4.3. PRICING/PERIOD OF CONTRACT

Duration of the Agreement will be for a period of 36 Months with unit prices adjustable 12 months after the date of award and thereafter annually for the life of the contract and during the renewal period, in an amount not to exceed the average of the Consumer Price Index (CPI) or 6%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the Contractor's request for adjustment will be submitted between 90-120 days prior to Agreement anniversary date, utilizing the available index at the time of request. The Contractor adjustment request will not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above will not be considered.

4.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for one (1) additional twenty-four (24) month period beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 6%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-

84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County grants approval.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the Contractor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The Contractor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered. County has the right to request pricing decreases at any time.

4.5. NON-MANDATORY PRE-SUBMITTAL CONFERENCE:

All questions pertaining to the solicitation or technical specifications will be reviewed at this time. Solicitation suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the solicitation.

Microsoft Teams meeting

Join on your computer, mobile app or room device

Meeting ID: 266 590 487 71

Passcode: qzx95b

Or call in (audio only)

+1 813-644-3116, 991555925# United States, Tampa

Phone Conference ID: 991 555 925#

Monday, April 15, 2024

11:00 am

4.6. PRE-COMMENCEMENT MEETING

Upon award of the Agreement, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific Agreement details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

4.7. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

4.8. ASBESTOS MATERIALS

The Contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for

demolition to the successful Contractor. The County will furnish a copy of the asbestos survey to the successful Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

4.9. SERVICES

The terms below are applicable if the Solicitation includes the provision of SERVICES:

ADD/DELETE LOCATIONS SERVICES - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the Contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

4.10. GOODS & PRODUCTS

The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:

DELIVERY/CLAIMS - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

4.11. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

4.12. PERFORMANCE SECURITY

Not Applicable

EXHIBIT D – Insurance Requirements

5.1. INSURANCE (General)

The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Contractor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

5.2. INSURANCE (Requirements)

Submittals should include the Contractor's current Certificate(s) of Insurance. If Contractor does not currently meet insurance requirements, Contractor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Contractor for award, the selected Contractor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).

The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.

Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized Contractor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Contractor or their agent prior to the expiration date.

Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

If subcontracting is allowed under this Bid, the Primary Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event

will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Contractor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

Require each Subcontractor to be bound to the Contractor to the same extent the Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;

Provide for the assignment of the subcontracts from the Contractor to the County at the election of Owner upon termination of the Contract;

Provide that County will be an additional indemnified party of the subcontract;

Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;

Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions

Assign all warranties directly to the County; and

Identify the County as an intended third-party beneficiary of the subcontract. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

Each insurance policy and/or certificate shall include the following terms and/or conditions:

The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits Florida Statutory

Per Employee \$ 500,000

Per Employee Disease \$ 500,000

Policy Limit Disease \$ 500,000

If Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

Limits

Combined Single Limit Per Occurrence \$ 1,000,000

Products/Completed Operations Aggregate \$ 2,000,000

Personal Injury and Advertising Injury \$ 1,000,000

General Aggregate \$ 2,000,000

5.5. PROPERTY INSURANCE

Contractor will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT E – Scope of Work / Specifications

6.1. OBJECTIVE/JUSTIFICATION

The County seeks a Contractor(s) to provide Intersection Video Analytic (IVA) units that use highly flexible machine learning frameworks (AI) to detect and classify road users (vehicles of all kinds, pedestrians, bicyclists, and other mobility devices) in areas of interest, primarily in the vicinity of signalized intersections.

The unit must be able to process video feeds and provide a suite of outputs including data analytics, real-time alerts with photo evidence, detector outputs to a traffic signal controller, and be able to be customized to detect specific operating conditions such as stopped vehicles, driving directions and specific vehicle classes.

In addition, the unit must be able to be customized to count the number of passing vehicles/road users.

The unit supplied must consist of all associated equipment and processing software required to setup and operate in a field environment.

6.2. BACKGROUND

The purpose/goal of the project is for the Contractor to supply Intersection Video Analytic (IVA) units which will provide the data to assist the County with making signalized intersections safer and more efficient for all modes of traffic.

6.3. REQUIREMENTS

Intersection Video Analytic (IVA) Unit Requirements

Capabilities

The IVA unit must be able to detect, count and classify road users:

- Vehicles of all kinds (cars, trucks, transit, etc.)
- Pedestrians
- Bicyclists
- Mobility devices (Wheelchairs, scooters, etc.)

The IVA unit must be able to be configured to support data collection of vehicles (stopped, trajectories, classification, counts) and pedestrians/cyclists, with at least 90% recognition accuracy of counts, location, and movement through the intersection.

The IVA unit must provide real-time notifications when the AI model detects the following events:

- Wrong Way Driver
- Speeding
- Red Light Violation
- Crosswalk Violation
- Near Misses
- Crashes

The IVA unit must be able to send real-time notifications by email, text and in-browser notifications. The event reporting must be able to post at least the date and time, conflict type, road users involved, movement, and direction of travel.

The IVA unit must be able to utilize video input from any IP, CCTV or Analog cameras to collect video image data for purposes of detecting and classifying vehicles, pedestrians and bicyclists, and generating traffic data and real-time notifications with photo evidence.

The IVA unit must be able to detect either approaching or departing vehicles in multiple traffic lanes simultaneously.

The IVA unit must offer bi-directional integration of data including pedestrian, detection, vehicle classifications, and detection of various elements with the traffic signal controller.

Operating Environment

The unit must meet NEMA TS-2 environmental specifications.

The IVA unit must be rack or shelf mountable.

The IVA unit must operate at 120-240 VAC, requiring 30W or less power.

The IVA unit must be able to communicate via built-in SDLC with traffic controllers. No third party SDLC adapters shall be used.

The IVA unit must be able to make use of off-the-shelf hardware that includes edge processors, servers, and cameras.

The IVA unit must be able to be deployed locally with an edge processor, centrally on premises, or in the cloud.

The IVA unit must be able to make use of:

- New or existing cameras
- Fixed view or PTZ
- Rectilinear, panoramic / fisheye or thermal
- Analog or network cameras

The IVA unit must be able to perform multimodal detection (including vehicles, pedestrians, cyclists) in all lighting conditions.

Reporting Requirements

Operational dashboards must be generated from the data collected. The dashboards should provide a summary of key events detected (near-misses, stopped vehicles, pedestrians on road, key turning movements in the intersection, and vehicle classifications).

The system must provide visualization of detected event reports with related video and data including:

- Date and Time
- Type of event with parameters
- Intersection approach
- Direction of travel
- Video recordings of the detected events

The system must be able to generate event statistics reports which can be filtered for a user-defined date range:

Count data by day of the week, in 5, 15, 30, or 60-minute time-intervals, or at a user-defined time interval

Multiple statistical and graphical reports based on user-defined parameters (including line charts, bar charts, tables)

The system must be able to export raw data and generated reports in common formats including CSV, PDF and PNG.

The system must be able to generate an aggregated report in the form of heat maps based upon selected event data.

For Near Miss events, the system must be able to generate an aggregated report for the following:

- By Severity
- By Day of Week
- By Time of Day
- By Movement
- By Direction

The system must be able to fuse sensor data (performing multi-sensor, multiple camera tracking) into a single unified representation, and to suppress duplicate road user detection data.

The system must be able to enable access for an unlimited number of users.

The system must be able to provide high frequency health and status checks (including power failures, memory usage, processor usage, communications failure, etc.) and provide system monitoring reports.

The application software must maintain a database of current and historical traffic data and allow the user to run reports against this data.

The user must be able to set up all the object detection zones and program real-time notifications from any Windows-based PC.

Training and Support

Ongoing software support by the supplier must include updates of the application software and AI models. These updates must be provided free of charge during the warranty period or while under an active maintenance contract.

System must be warranted for a minimum of three (3) years against failure of hardware or software.

System must include three (3) years of software maintenance and updates.

Training on installation, set-up, and use of the software must be included.

6.4. DELIVERABLES

IVA equipment and ancillary software.

6.5 WORK ASSIGNMENT PARAMETERS

- Initially, the County will purchase at least 15 devices from each Contractor.
- The same device will be used for intersections along a corridor. For example, the County currently has DERQ on three (3) SR 60 intersections. Anything else we put on SR 60 will be DERQ.
- The selected intersections will be based on:
 - a. High Crash Locations
 - b. High ped-bike crash locations

- c. High ped-bike crossing locations
- Each product will be evaluated during the first twelve (12) months to determine the extent the implemented devices meet all County requirements before moving into year two (2) of the program. The County will have a six-month testing period to ensure the minimum operational requirements as indicated in Section 6.3 ("REQUIREMENTS") are met. In the event a Contractor fails to meet the aforementioned requirements, the Contractor may have the quantity of its devices reduced (to zero if necessary), at the sole discretion of the County.
 - There is no additional guarantee of orders after the initial purchase of the fifteen devices.
 - No guarantee is given or implied as to the quantities that will be used during the Contract Term. The necessary quantities are determined by the County and at the County's sole discretion.
 - The County does not guarantee any Contractor a particular intersection.

EXHIBIT F – Pricing Proposal

| ATMS / ITS | | | | | Roadsys, Inc |
|--------------------|--|-----------------|-------------------------|------------------|-----------------------|
| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| 1 | Intersection Video Analytic System | 240 | Per Intersection (Each) | \$7,936.362 | \$1,904,726.88 |
| 2 | Integration of Intersection Video Analytic System into Pinellas County TMC | 1 | Lump Sum | \$0.00 | \$0.00 |
| 3 | Software Package | 1 | Lump Sum | \$25,000.00 | \$25,000.00 |
| TOTAL | | | | | \$1,929,726.88 |
| 4 | Unspecified Work - 10% of total | | | | \$192,972.69 |
| GRAND TOTAL | | | | | \$2,122,699.57 |