

# AM SIGNAL HARDWARE SALES AGREEMENT

This Hardware Sales Agreement (the "Agreement") is made and effective as of the date of the last signature below by and

**BETWEEN:** AM Signal ("Vendor"), with its head office located at:  
8100 Southpark Way, Unit A10  
Littleton CO 80134

**AND:** **City of Redmond, Washington** (the "Customer"), with its primary office located at:  
15670 NE 85th Street  
Redmond, WA 98073.

hereinafter be referred to cumulatively as the "Parties" and singularly as the "Party".

## RECITALS

This Agreement sets forth the terms and conditions under which Vendor will provide Customer with certain hardware that was proposed in RFP-10807-24 for Multimodal Detection and Analytics System.

WHEREAS, Vendor is a third-party reseller and provider of support for certain traffic management Hardware and related documentation;

WHEREAS Customer wishes to acquire to Vendor's Hardware and associated deployment services under the terms and conditions set forth in this Agreement;

WHEREAS Customer and Vendor intend to enter into a separate Hardware Operation & Maintenance and Support Services Agreement as outlined in Exhibit X attached; and

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **1. COMPENSATION AND FEES**

Customer agrees to pay the undisputed fees and other charges in accordance with the schedule set forth in Exhibit Y.1 and Exhibit Y.2 of this Agreement. First year fees shall be paid within 30 days of the effective date of this Agreement, and annually within 30 days of the annual subscription renewal date.

## **2. DESCRIPTION OF SERVICES**

Vendor will perform deployment services stated in Exhibit Z to this Agreement.

Vendor will facilitate the use of the Miovision web portal.

Vendor assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Hardware if the Customer has made changes to the system hardware configuration which changes affect the performance of the Hardware and were made without prior notification and written approval by Vendor.

## **3. CUSTOMER'S RIGHTS AND OBLIGATIONS**

Customer agrees that it shall:

- Comply with all applicable laws and regulations with respect to its activities under this Agreement.
- Comply with the Miovision web portal Terms of Use policy, located at <https://miovision.com/legal/terms-of-use>, hereby incorporated into this Agreement by reference.

## **4. REPRESENTATIONS**

Vendor hereby represents to Customer that:

- A. Vendor is reseller of certain hardware and has the authority to enter into this Agreement.
- B. Vendor will not enter into any agreement with any third party which would affect Customer's rights under this Agreement, or bind Customer to any third party, without Customer's prior written consent.

To the extent permitted by applicable statutory law, Vendor makes no other representation, either expressed or implied, with respect to the Hardware.

## **5. WARRANTY**

- A. Vendor warrants that it will perform the Support Services and/or Deployment Services in a professional, workmanlike manner, consistent with generally accepted industry practice. In the event of a breach of the foregoing warranty, Vendor's sole obligation, and Customer's exclusive remedy, shall be for Vendor to re-perform the applicable Support Services and/or Deployment Services.

- B. Limited Product Performance Warranty. Vendor warrants that during the applicable Term, the Hardware, in the form provided by Vendor, will perform in all material respects in accordance with the Documentation. In the event of a breach of the foregoing warranty, Vendor's sole obligation, and Customer's exclusive remedy shall be for Vendor to (i) act on Customer's behalf in correcting any failures or replacing any defective Hardware per the Miovision Hardware Support Policy as incorporated in Exhibit X or (ii) if Vendor is unable to provide such a correction within thirty (30) days of receipt of notice of the applicable non-conformity, Customer may elect to terminate this Agreement, and Vendor will promptly refund to Customer any pre-paid, unused fees paid by Customer to Vendor. The warranty set forth in this Section does not apply to the Hardware: (a) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement and/or the Documentation; or (b) is used in a way not meeting specifications identified by Vendor in the Documentation. Additionally, the warranties set forth herein only apply when notice of a warranty claim is provided to Vendor during the term of this Agreement.
- C. Warranty Disclaimer. EXCEPT AS SET FORTH IN SECTIONS 5(A) and 5(B) ABOVE, THE HARDWARE, DEPLOYMENT SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND VENDOR MAKES NO ADDITIONAL WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE HARDWARE, DEPLOYMENT SERVICES AND/OR SUPPORT SERVICES OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, VENDOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS, SERVICES AND SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES THAT THE PRODUCTS, SERVICES AND SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT ARE NOT DESIGNED OR INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT, WEAPONS SYSTEMS, OR LIFE SUPPORT SYSTEMS.

## **6. TERM AND TERMINATION**

This Agreement shall continue in effect from the date this Agreement is executed by both parties for a one-year period, and thereafter shall renew automatically for successive one-year periods unless either party gives the other party written notice of its intent not to renew the Agreement at least 60 days prior to a renewal.

Either party shall have the right to immediately terminate this Agreement if the other party fails to perform any obligation required under this Agreement

**In the event of such termination, Vendor will be paid for the value of the hardware delivered to the date of termination and upon such payment, all obligations of the Customer to Vendor under this agreement will cease.**

## **7. CONFIDENTIALITY**

Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes, or procedures or any other confidential, financial, or business information of the other party which it learns during its performance of this Agreement,

without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement.

Vendor recognizes the Customer is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Customer is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in this Agreement is intended to prevent the Customer's compliance with the Public Records Act, and Customer shall not be liable to Vendor due to Customer's compliance with any law or court order requiring the release of public records.

## **8. ASSIGNMENT**

Customer may not assign this Agreement or any of the rights granted by Vendor hereunder, in whole or in part, without the prior written consent of Vendor, and any attempt to do so shall be void. Vendor shall not assign this Agreement without Customer's prior written consent, which shall not be unreasonably withheld. An assignee of either party, if authorized hereunder, shall have all the rights and obligations of the assigning party set forth in this Agreement. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

## **9. INDEMNITY**

Vendor agrees to indemnify Customer and its subsidiaries or affiliates under its control, and their directors, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that Customer's use or possession of the Hardware or Documentation infringes or violates the copyright, trade secret or other proprietary right of any third party. Vendor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided Customer gives Vendor prompt notice of any such claim of which it learns. No settlement which prevents Customer from continuing to use the Hardware as provided herein shall be made without Customer's prior written consent. In all events, Customer shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing provided that such participation shall be entirely at Customer's expense.

Vendor shall have no liability for any claim based on (a) a modification of the Hardware not authorized by Vendor, or (b) use of the Hardware other than in accordance with the Documentation and this Agreement.

## **10. ATTORNEY FEES**

If any legal action is necessary to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which it may be entitled.

## **11. LIMITED LIABILITY**

- A. This Agreement does not include repair services due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other case originating by reason of other than normal operation of the Hardware, or the Customers negligence or misuse of the Hardware.

## **12. NOTICE**

All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, to the parties at the respective addresses set forth above or to such other address as the party to receive the notice has designated by notice to the other party, or by electronic mail to:

Vendor Email: [Bids@amsignal.com](mailto:Bids@amsignal.com)\_\_\_\_\_.

Customer Email: [PWAdminStaff@redmond.gov](mailto:PWAdminStaff@redmond.gov)\_\_\_\_\_.

## **13. GOVERNING LAW**

This Agreement shall be governed by and construed under the laws of the State of Washington. Vendor consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of Washington, and Vendor consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

## **14. SEVERABILITY**

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

## **15. NO WAIVER**

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

## **16. COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding of the parties as to its subject matter and may not be modified except in a writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

CUSTOMER

VENDOR

DocuSigned by:  
  
6222B98288C42B  
Authorized Signature

Signed by:  
  
8E3DA444EA42C  
Authorized Signature

Michael Marchand Chief Information Officer

Zac Ward, Vice President of Sales

Printed Name and Title

Printed Name and Title

9/3/2024

9/3/2024

Date

Date

# **EXHIBIT X**

## HARDWARE AND SOFTWARE SUPPORT SERVICES PROVIDED

The following Miovision support related Policies are incorporated by reference into this Agreement

- Miovision's Hardware and Software Support Policy located at <https://miovision.com/legal/policies/hardware-warranty/>



**EXHIBIT Y.1 – COMPENSATION AND FEES**

City of Redmond, WA

Re: Multimodal Detection and Analytics System

System includes system testing, software installation, integration, deployment, training, technical support and remote over the air software updates.

\*Price for (1) additional System beyond the 10 identified is \$19,025.00

<b>QTY</b>	<b>DESCRIPTION</b>	<b>PRICE</b>	<b>TOTAL</b>
<b>10</b>	<b>Miovision SmartView 360 Camera V1.1 Heated Bell</b> Includes a Pelco SM SWMPAGY-3862 Mount and 250’ Of Catv-5e 350 MHz Poly Jacket Data Cable, Gel Core	<b>\$2,447.00</b>	<b>\$24,470.00</b>
<b>10</b>	<b>Miovision Core DCM (NA) – Discrete</b> Miovision Core wireless connectivity, telemetry and sensor platform with Detection and Counts Hardware Module (DCM).	<b>\$11,995.00</b>	<b>\$119,950.00</b>
<b>10</b>	<b>Miovision Detection - Video Detection License to enable detection and actuation capability and configuration</b>	<b>\$4,295.00</b>	<b>\$42,950.00</b>
		<b>SUB TOTAL</b>	<b>187,370.00</b>
		<b>TOTAL TAX</b>	<b>14,875.26</b>
		<b>Split tax cost</b>	<b><u>(7,437.63)</u></b>
		<b>TOTAL</b>	<b><u>194,807.63</u></b>



<b>PAYMENT SCHEDULE</b>	Miovision System for (10) intersections	Confirmed delivery of equipment in acceptable condition	Equipment install complete	System integration complete	Software license activated and system function is acceptable	Training complete
AMS Pymt Schedule	Total	65%	15%	10%	5%	5%
Mio 360 Camera, Mount & Cable	24,470.00	15,905.50	3,670.50	2,447.00	1,223.50	1,223.50
Mio Core DCM	119,950.00	77,967.50	17,992.50	11,995.00	5,997.50	5,997.50
Mio Detection	42,950.00	27,917.50	6,442.50	4,295.00	2,147.50	2,147.50
Adjustment Amount to split tax expense	7,437.63	4,834.46	1,115.64	743.76	371.88	371.88
<b>TOTAL</b>	<b>194,807.63</b>	<b>126,624.96</b>	<b>29,221.14</b>	<b>19,480.76</b>	<b>9,740.38</b>	<b>9,740.38</b>

The City of Redmond agrees to install equipment at 10 locations within 6 weeks of confirmed acceptable delivery. The City guarantees that the remaining balance will be paid within 49 days following confirmation of acceptable delivery. Configuration and software deployment will be ready to be completed immediately after cameras are mounted and powered.



**EXHIBIT Y.2 – COMPENSATION AND FEES FOR OPTIONAL AND ADDITIONAL MIOVISION SYSTEMS**

City of Redmond, WA

Re: Multimodal Detection and Analytics System – Optional and Additional Systems

System includes system testing, software installation, integration, deployment, training, technical support and remote over the air software updates.

QTY	DESCRIPTION	PRICE	TOTAL
9	<b>Miovision SmartView 360 Camera V1.1 Heated Bell</b> Includes a Pelco SM SWMPAGY-3862 Mount and 250' Of Catv-5e 350 MHz Poly Jacket Data Cable, Gel Core	\$2,447.00	\$22,023.00
9	<b>Miovision Core DCM (NA) – Discrete</b> Miovision Core wireless connectivity, telemetry and sensor platform with Detection and Counts Hardware Module (DCM).	\$11,995.00	\$107,955.00
9	<b>Miovision Detection - Video Detection License</b> to enable detection and actuation capability and configuration	\$4,295.00	\$38,655.00
7	<b>Miovision Detection Plus Upgrade</b> Miovision Detection Plus Video detection license to enable detection and actuation capability and configuration. The Detection Plus License includes access to rolling 365-day Turning Movement Counts available for CSV export, and the following detection metrics: Arrivals on Red, Arrivals on Green, Occupancy Ratio and Phase Interval.	\$3,900.00	\$27,300.00
		SUB TOTAL	195,933.00
		TOTAL TAX	13,387.73
		Split Tax Cost	(6,693.865)
		<b>TOTAL</b>	<b><u>202,626.87</u></b>

<b>PAYMENT SCHEDULE</b>	<b>Add'l &amp; Optional Miovision Systems</b>	<b>Confirmed delivery of equipment in acceptable condition</b>	<b>Equipment install complete</b>	<b>System integration complete</b>	<b>Software license activated and system function is acceptable</b>	<b>Training complete</b>
AMS Pymt Schedule	Total	65%	15%	10%	5%	5%
Mio 360 Camera, Mount & Cable	22,023.00	14,314.95	3,303.45	2,202.30	1,101.15	1,101.15
Mio Core DCM	107,955.00	70,170.75	16,193.25	10,795.50	5,397.75	5,397.75
Mio Detection	38,655.00	25,125.75	5,798.25	3,865.50	1,932.75	1,932.75
Mio Detection Plus Upgrade	27,300.00	17,745.00	4,095.00	2,730.00	1,365.00	1,365.00
Adjustment Amount to split tax expense	6,693.865	4,351.01	1,004.08	669.39	334.69	334.69
<b>TOTAL</b>	<b>202,626.87</b>	<b>131,707.46</b>	<b>30,394.03</b>	<b>20,262.69</b>	<b>10,131.34</b>	<b>10,131.34</b>

The City of Redmond agrees to install equipment at 9 locations within 6 weeks of confirmed acceptable delivery. The City guarantees that the remaining balance will be paid within 49 days following confirmation of acceptable delivery. Configuration and software deployment will be ready to be completed immediately after cameras are mounted and powered.



## EXHIBIT Z – SCOPE OF WORK AND SCHEDULE

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### **TASK 1 – EQUIPMENT INSTALLATION EVALUATION**

Considering each intersection's unique criteria, including pole heights and lane widths, among other factors, AM Signal is committed to custom designing a Miovision Detection System for each specific intersection on this project. Our approach includes evaluating each specific location, with detailed drawings indicating optimal camera placements, necessary mounting hardware, and the potential need for multiple cameras. Leveraging a 360-degree camera, we ensure complete detection of every approach of an intersection. In rare cases when a large intersection may require more coverage, our technical team will assess the needs and benefits of deploying two cameras. Cameras are strategically mounted on vertical poles, typically positioned about 25-30ft high, projecting into the middle of the intersection to capture all vehicle, bicycle, and pedestrian movements. Our goal is to provide tailored solutions that optimize traffic management and safety at every intersection.

### **TASK 2 – TRAFFIC SIGNAL CABINET REVIEW**

Following our thorough review of the specifications, we confirm that our proposed system complies with the stated requirements regarding the operation with the existing NEMA TS2 Type 1 traffic signal cabinets. We understand the importance of compatibility and will ensure that our proposed Multimodal Detection and Analytics system aligns with the existing traffic signal controllers as well as any ASCT System Integrator proposed traffic signal controllers.

### **TASK 3 – SYSTEM INSTALLATION, INTEGRATION, AND DEPLOYMENT**

First, AM Signal's Project Manager, Ben Thurkill, alongside our technical team, will have an initial meeting with the City for a project kick-off and to go over site surveys for all locations. At this time, we will also discuss any variances from the assumptions made in this proposal. We can also meet with the City's staff to address any initial questions, clarifications, or concerns.

Once all the necessary equipment and software have been procured, the third-party installation will begin (installation not provided by AM Signal). The AM Signal and Miovision team will be on-site for the initial 2-3 site installations and training, and available remotely for the remainder. A typical installation to include the 360-degree camera takes less than three hours to complete after wire has been pulled. We have a checklist of phasing, outputs, IP addresses, etc. that is preprogrammed per intersection before each installation, so things go quickly and smoothly out in the field.

#### ***Quality Control***

AM Signal brings all hardware and software in house to burn-in the equipment and program the individual intersection to ensure quality control prior to field installation.

The final system will be tested, evaluated, and operated for an acceptance period following the quality control and acceptance plan developed by AM Signal and the City.

#### **TASK 4 – SYSTEM TESTING AND ACCEPTANCE**

The final system will be tested, evaluated, and operated for an acceptance period following the quality control and acceptance plan. AM Signal will work with the City to create a testing / acceptance procedure for the new system that is agreed upon by both parties. The test plan will reflect all standards set forth by the City and will be properly documented in an approved format. Furthermore, any issues that arise during testing will also be documented in a pre-approved format and submitted to the City for approval prior to taking action to correct the issue and afterward, the solution will be documented and filed.

#### **TASK 5 - TRAINING**

As shown in the “proposed schedule”, we will conduct training upon receipt of equipment. We can discuss the training plan to the City early in the project to put together a training schedule that will work best for the City of Redmond. We would like to conduct basic training prior to installation of the system. In our experience, on-the-job training is more effective when the information has been presented beforehand. Training shall cover functionality, theory of operation, installation, operation, testing, maintenance, troubleshooting, repair, and performance and operating parameters. AM Signal offers unlimited training to as many City employees as needed and as often as needed. AM Signal will provide all training materials necessary, including manuals in print and electronic copies.

#### **TASK 6 – TECHNICAL SUPPORT AND WARRANTY**

AM Signal’s mission is to provide superior service and quality products in a timely manner. We can respond quickly and effectively should un-anticipated support or maintenance issues arise. We work as a team to respond to customer calls and inquiries and as an extension to the agency’s staff to provide realistic delivery dates and timely responses to critical issues. Our team is committed to quick response and will respond to service requests within one business day if not the same day. To promptly service the City of Redmond, we can use phone or internet meeting technology to remotely support questions or problems that arise. If a problem cannot be accurately diagnosed or fixed over the phone, one of our highly trained staff will provide onsite support to the City.

#### ***Support Team***

To better support the Agency, we have an expert team of field support staff and technicians. In AM Signal’s experience on-site support is rarely needed; phone calls or digital correspondence can resolve most issues that might occur. We understand that although not directly related, issues may arise where our equipment interfaces with other manufacturers’ products and that our staff’s time may be required to help troubleshoot or support those issues.

If an issue is found, City staff can call AM Signal’s dedicated project manager. In the event AM Signal cannot resolve an issue in-house, we have top-of-the-line support directly through Miovision to find resolution as quickly and effectively as possible.

Expected response times:

- **Reply:** 24 Business Hours but usually same day

Expected Critical response times:

- **Reply:** 2-4 Business Hours

Hours of response:

- **Reply:** Monday through Friday from 7:00am to 4:00pm PT

