



10630 75th Street North

Largo, FL 33777

+1 (727) 547-0696

www.internationalcybernetics.com**CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT ("Contract") is entered into on the 22 day of November, by and between: International Cybernetics Company, LP (ICC) d/b/a IMS Infrastructure Management Services ("Consultant") with its principal office at 10630 75th Street North, Largo, FL 33777, Phone: 727-547-0696 and Jackson County, Missouri with its principal offices at 415 East 12th Street, Kansas City MO 64106, Phone: (816) 881-4530 ("Client"). Consultant and Client may hereinafter be referred to collectively as the "Parties."

RECITALS

WHEREAS, Consultant agrees to fulfill and perform the work as set forth under Scope of Work above, and Client agrees to fulfill its obligations including providing information required for project setup and compensating the Consultant as set forth under Pricing above;

NOW, THEREFORE, the Parties hereto, intending to be legally bound, do hereby agree that the Scope of Work and Pricing above accurately reflect the work to be performed and the price to be paid, and

The Parties accept the standard Terms and Conditions of sale as described in the attached, below, and

The Parties agree that any modifications to the Scope of Work or Pricing will be agreed to in writing and explicitly acknowledged by both Parties in order to be binding, and

The Parties agree that any Agency, current or future, within the same state shall be allowed to participate in this agreement during the life of the contract, even if it is not listed amongst the solicitation participants. While this clause in no way commits an Agency to purchase from Jackson County's awarded contractor, nor does it guarantee any additional orders will result, it does allow Agencies, at their discretion, to make use of Jackson County's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other Agencies shall be understood to be transactions between that Agency and the awarded vendor; Jackson County shall not be responsible for any such purchases.

IN WITNESS WHEREOF, this Contract is entered into as of the day and year written above. The Client and Consultant hereby represent and warrant to each other that each of the signers below have the right, power, legal capacity, and authority to enter into and bind the corresponding organization to perform its obligations under this Contract, and that the signature and execution of this Contract has been duly authorized.

Reference **Exhibit A** for scope of work and fees: a combined total of **\$80,265.00**

International Cybernetics Company, LP

Jackson County, Missouri

d/b/a IMS Infrastructure Management Services

Date: 11/22/23By: Michael NieminenPrinted Name: Michael NieminenTitle: CEO

Digitally signed by Michael Nieminen
DN: cn=Michael Nieminen, o=IMS
Infrastructure Management Services, LP,
email=micni@internationalcybernetics.com,
c=US, 2.5.4.2.1=112212-2109

Date: 12-11-2023By: Bob ChabricePrinted Name: Bob ChabriceTitle: Finance Director

APPROVED AS TO FORM

County Counselor

FILED

DEC 12 2023

MARY JO SPINO
COUNTY CLERK


ATTEST:

Clerk of the County Legislature

REVENUE CERTIFICATE

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation of \$80,065.00 is herein authorized.

12-11-2023
Date


Director of Finance and Purchasing
Account No. 004-1507-56080 \$53,265.00

Account No. 013-1608-58060 \$26,800.00

PC 150723002 000 DM

Standard Terms and Conditions of Sale

Updated October 23, 2023

1. DEFINITIONS

- a. In these Terms and Conditions of Sale, "Seller" means International Cybernetics Company, LP and IMS Infrastructure Management Services, LP; and
- b. "Buyer" means the person, firm, organization, or corporation by whom the purchase order is given.
- c. "Products" means equipment, parts, and software sold by Seller.
- d. "Services" means data collection, processing, analysis, consulting, training, and similar activities performed by Seller for the Buyer.

2. THE CONTRACT

- a. All purchase orders must be received in writing and are accepted subject to these Terms and Conditions of Sale. No terms or conditions put forward by Buyer and no representations, warranties, guarantees or other statements not contained in Seller's quotation or Acknowledgement of Order nor otherwise expressly agreed in writing by Seller shall be binding on Seller.
- b. The Contract shall become effective only upon the date of acceptance of Buyer's order. For Products, such acceptance will be via written purchase order or written acceptance of a seller-provided sales order. For Services, such acceptance will be by a mutually executed contract, task order, notice to proceed, and all necessary Buyer-provided deliverables to allow the Seller to perform on contract, such as road network definition (GIS), analysis parameters, etc., or upon the date of fulfillment of all conditions stipulated in the Contract (the "Effective Date").
- c. No alteration or variation to the Contract shall apply unless agreed in writing by both parties. However, Seller reserves the right to effect minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the completion schedule is affected.
- d. The Buyer, having taken full note of the characteristics of the products sold by Seller, particularly on the basis of the indications provided in documentation, catalogues and, where applicable, during presentations given by Seller, has satisfied itself as to the suitability of the products and services for its own needs. Where it has not contacted Seller for any additional details prior to the acceptance of the order, the Buyer acknowledges that it has been adequately informed.

3. VALIDITY OF QUOTATION AND PRICES

- a. Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within sixty (60) days after its date.
- b. For Products and Services, Prices are firm for delivery within the period stated in Seller's quotation and are exclusive of (i) Sales Tax and (ii) any similar and other taxes, duties, levies or other like charges arising outside the State of Florida in connection with the performance of the Contract.
- c. For Products, Prices are for Goods delivered EXW (Ex works) Largo, FL, exclusive of freight, insurance and handling unless quoted otherwise and stated in the Seller's order confirmation.

4. PAYMENT

- a. Payment shall be made according to the Seller's standard payment terms, unless defined otherwise in the Contract. (i) Standard payment terms for Products are 50% upon order and 50% when Goods are completed (Ex Works) and before Goods are shipped (on the "Shipping Date"). The "Effective Date" shall in no case be earlier than the date on which the first payment is received by Seller. Goods will be invoiced at any time after their readiness for shipping has been notified to Buyer. (ii) Standard payment terms for Services are monthly progress payments based on services rendered during the month at the unit prices defined in the Contract. Invoices for Services will be dated on or before the last day of each month.
- b. Payment shall be made: (i) in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded); and (ii) in the

currency of Seller's order confirmation within thirty days of date of invoice unless otherwise specified by Seller's Finance Department.

- c. Without prejudice to Seller's other rights, Seller reserves the right to: (i) charge interest on any overdue sums at 1% per month during the period of delay; (ii) suspend performance of the Contract (including withholding shipment) in the event that Buyer fails or in Seller's reasonable opinion it appears that Buyer is likely to fail to make payment when due under the Contract or any other contract; and (iii) at any time require such reasonable security for payment as Seller may deem reasonable.
- d. Products delivered or sold by Seller shall remain its property until full payment of the related price. Where payment is not made, Seller will be entitled to exercise its right to claim the return of the property that remains unpaid. These provisions do not create any obstacle, with effect from the delivery, to the transfer to the Buyer of the risks of loss or damage to the property, as well as any losses to which they may give rise.

5. DELIVERY PERIOD

- a. Unless otherwise stated in Seller's order confirmation, all periods stated for delivery or completion are measured from the Effective Date and are to be treated as estimates only not involving any contractual obligations or liability.
- b. Delivery of Services within the estimated timeframe depends upon the Seller's existing project commitments, fleet schedule, resource availability, access to the roads to be collected, and good weather (dry roads, temperatures above freezing). Any delays due to these variables may affect the delivery/completion period but shall not affect the Contract Price.
- c. Assumes assets to be collected are in the public right-of-way and unobscured from the line-of-sight of the data collection vehicle's cameras (ex: no significant vegetation or overgrowth, damaged, or vehicle obstruction). On two lane roads the 360-degree camera will capture assets in the direction of travel, and the 360-degree camera will capture the assets in the opposite direction. Therefore, only one pass will be required on these streets. Streets with more than two lanes may require additional passes depending on the number of lanes or division of lanes by median island.
- d. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents (including but not limited to failure to provide specifications, working drawings, road network definition (GIS), analysis parameters, and/or such other information as Seller reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract Price shall both be adjusted accordingly.
- e. If delivery of Products is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipping, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into a suitable store at Buyer's expense. Upon placing the Goods into the store, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly.
- f. If delivery of Services is delayed due to any act or omission of Buyer, having been notified that Seller is awaiting the completion of Buyer's obligations, Seller shall be entitled to place the project on hold and cease further work on the project until such time that the obligations are met. Upon placing the project on hold, the Seller shall be entitled to invoice Buyer for all work completed to date including for partially-completed data collection, processing, or analysis and for undelivered data.

6. FORCE MAJEURE

- a. Force Majeure of any kind, unforeseeable production, traffic or shipping disturbances, war, acts of terrorism, fire, floods, unforeseeable shortages of labor, utilities or raw materials and supplies, strikes, lockouts, pandemics, acts of government, restrictions on travel, and any other hindrances beyond the control of the party obliged to perform which diminish, delay or prevent production, shipment, acceptance or use of the goods, or make it an unreasonable proposition, shall relieve the party from its obligation to supply or take delivery, as the case may be, as long as and to the extent that the hindrance prevails.
- b. If, as a result of the hindrance, supply and/or acceptance is delayed by more than eight weeks, either party shall have the right to cancel the contract. Should the Seller's

suppliers fail to supply him in whole or in part, the Seller shall not be under obligation to purchase from other sources. In such cases, the Seller shall have the right to distribute the available quantities among his customers as Seller deems fit.

- c. If, as a result of the hindrance, planned in-person or on-site visits by Seller staff for assembly, installation, implementation, training, or meetings are prevented or become impractical, Seller shall be relieved from such contract requirements. Seller shall make all reasonable efforts to complete assembly and installation at another suitable location provided the Buyer supplies any prerequisite equipment or material at such alternate location. Seller shall also provide any implementation or training services, and attend meetings, virtually or online to the maximum extent possible to satisfy the intent of the contract.

7. DELIVERY, RISK & TITLE

- a. Unless otherwise expressly stated in the Contract, upon receipt of payment, the Goods will be shipped Ex Works (on the Shipping Date) to the destination named in the Contract and will be delivered on the "Delivery Date."
- b. Risk of loss of or damage to the Goods shall pass to Buyer upon delivery and Buyer shall be responsible for insurance of the Goods beginning on the calendar day following the Delivery Date.
- c. Title to the Goods shall pass to Buyer on the calendar day following the Delivery Date in accordance with Clause 7.a, unless otherwise defined in writing.
- d. Claims for damage during shipping or for incorrect delivery shall be void if made more than seven (7) calendar days after receipt of Goods by the customer.

8. SOFTWARE

- a. Any published computer program, regardless of its form and the way in which it is provided to the Buyer, is protected by intellectual property rights owned by Seller. The Buyer benefits from a personal, non-exclusive, non-transferable usage and/or consultation right for its own needs, in accordance with the terms set out in the corresponding licence. The usage right is conditional on the compliance with the terms appearing on the Buyer End User Licence Agreement (EULA). It is the responsibility of the Buyer to make itself fully aware of its rights and obligations referred to in the EULA and to comply with them. In the event of the blockage or disabling of the software as a result of user non-compliance with the rights acquired, Seller will send to the Buyer, on request by the latter, a commercial proposal to enable it to regularise its licensing rights, either by acquiring rights for additional users or for the number of simultaneous connections required for the usage of the software. The database and software licenses from third-party publishers, such as Microsoft, Pavemetrics, FLIR, or others, supplied where applicable by Seller to the Buyer under the terms of the order concerned, must only be used by the Buyer strictly within the framework of the utilisation of the Seller software packages and the licence contracts from the respective publishers of the software concerned (see in particular www.microsoft.com for SQL Server, etc.). The use of these databases and/or technologies is intended for the exclusive use of the associated Seller software applications.
- b. The Buyer shall be solely responsible for the implementation of any necessary procedures and measures intended to protect and to back-up its data and to prevent any virus or IT intrusions. It will be responsible for using appropriate media and back-up tools, or regularly checking them and carrying out frequent back-up operations appropriate to its activities. Prior to any software updates or technical intervention by Seller, the Buyer undertakes to carry out a back-up of all its data and databases.
- c. Any software will be put into service by Seller as part of a service provided for in the Buyer's order. The installation of the software can only be carried out if the IT equipment, operating systems, and network supplied by the Buyer (i) possess characteristics in conformity with the recommendations issued by Seller; (ii) configured in accordance with the standards published by Seller; (iii) operate normally at the time of the installation and are free of any viruses or pirated software. The Buyer shall have sole responsibility for any partial or total damage or loss of information, and for the costs incurred by the repairs in the event of a breakdown or other incident. Any intervention made impossible once the Seller is in the Buyer's premises, as a result of the non-compliance of one or more of these items with the characteristics referred to

above, shall nevertheless be invoiced at the quoted prices and due to be paid in full by the Buyer. Additional visits or interventions required will incur additional fees.

- d. In the event that the Buyer wants a Seller software package to load data from another application or database (a third-party program or data source, etc.), Seller will proceed with the transfer of the data based on a prior order from the Buyer for the corresponding service. The responsibility of Seller shall be limited to the receipt of the Buyer's data, as Seller cannot be responsible for verifying the accuracy, quality, or fitness for purpose of the data or for guaranteeing that the data can be imported correctly or completely. The Buyer, having sole knowledge of its data, shall be obliged to verify, after completion of the data migration into the Seller packages, that it conforms to its expectations; it shall have a maximum deadline of 15 days following their receipt, to notify Seller in writing of any errors or omissions noted during its verification. The processing of any requests for modifications by the Buyer notified to Seller beyond this deadline will only be able to be carried out under the terms of a new order from the Client.
 - e. In order to benefit from upgrades and enhancements to the software that may be made by Seller, the Buyer must pay annual license fees for the software (maintenance contract). In this regard, there will be no obligation on Seller to adapt its software in such a way as to allow the utilisation by the Buyer of systems, equipment or consumables supplied by a third party and/or non-compliance with Buyer's specifications. The provision of the updated versions of the software packages in application of the contract subscribed by the Buyer shall be carried out online. It is the responsibility of the Buyer to take note of the rights and obligations referred to in the contract corresponding to the service(s) subscribed for and to comply therewith.
 - f. The Client shall benefit from technical support for the software packages via the paid annual license fees. Training, consulting, and assistance in the appropriate utilisation of the software shall be paid separately by means of an appropriate order for Services. It is the responsibility of the Client to take note of the rights and obligations referred to in the maintenance and service contracts and to comply therewith.
 - g. Except in cases where Seller is expressly subject to an obligation to perform, in view of standard practices within its profession, Seller, which undertakes to take all possible care with the execution of its obligations, is subject to an obligation of resources. The products acquired from Seller will be used solely under the direction, control and responsibility of the Buyer. Seller cannot be held liable for the consequences of abnormal utilization, inadequate setup or misconfiguration, poor performance on Buyer-supplied hardware, or any delay that is not the responsibility of Seller. The Buyer is informed that Seller shall not be liable for the quality, availability, and reliability of telecommunications networks, regardless of their nature, in the event of the transport of data or access to the internet. Each party shall only be liable to the other for direct losses that it has suffered as a result of any contractual failing by the other in meeting its obligations arising from the order issued. Neither party shall be obliged to compensate the other for any indirect losses, including in particular loss of income, loss of sales revenues or opportunity costs, whether the latter were foreseeable or not. In any event, the total liability of the Seller shall be limited to the value of the applicable Products and Services paid for on the date of any action seeking its liability.
- ## 9. DEFECTS AFTER DELIVERY
- a. Seller warrants (i) subject to the other provisions of the Contract, good title to and the unencumbered use of the Goods; (ii) that Goods manufactured by Seller and/or Seller's Affiliates shall conform with Seller's specifications and be free of defects in materials and workmanship. Seller will make good by the supply of a replacement part or parts, any defects which, under proper use, care and maintenance, appear in Goods of Seller's Affiliates' manufacture and which are reported to Seller within 12 calendar months after the Delivery Date (the "Warranty Period") and which arise solely from faulty materials or workmanship; provided always that defective items are returned to Seller at Buyer's cost carriage and insurance prepaid within the Warranty Period. Repaired or replacement items will be delivered by Seller at Seller's cost to Buyer. Goods replaced in accordance with this Clause 10.1 shall be subject to the foregoing warranty for the unexpired portion of the Warranty Period or for ninety (90) days from the date of their return to Buyer (or completion of correction in the case of Services), whichever expires the later.

- b. Notwithstanding Clause 8.a., Seller shall not be liable for any defects caused by: fair wear and tear; materials or workmanship made, furnished or specified by Buyer; non-compliance with Seller's storage, installation, operation or environmental requirements; lack of proper maintenance; any modification or repair not previously authorized by Seller in writing. Seller's costs incurred in investigating and rectifying such defects shall be paid by Buyer upon demand. Buyer shall at all times remain solely responsible for the adequacy and accuracy of all information supplied by it.
- c. Subject to Clause 10.a., the foregoing constitutes Seller's sole warranty and Buyer's exclusive remedy for breach thereof. No representations, warranties or conditions of any kind, express or implied, shall apply as to satisfactory quality, merchantability, fitness for any particular purpose or any other matter with respect to any of the Goods.

10. PATENT, ETC. INFRINGEMENT

- a. Subject to the limitations set forth in Clause 10, Seller shall indemnify Buyer in the event of any claim for infringement of Letters Patent, Registered Design, Design Right, Trade Mark or Copyright ("Intellectual Property Rights") existing at the date of formation of the Contract arising from the use or sale of the Goods, against all reasonable costs and damages awarded against Buyer in any action for such infringement, or for which Buyer may become liable in any such action, provided always that Seller shall not be liable to so indemnify Buyer in the event that: (i) such infringement arises as a result of Seller having followed a design or instruction furnished or given by Buyer, or the Goods having been used in a manner or for a purpose or in a country not specified by or disclosed to Seller prior to the date of the Contract or in association or combination with any other equipment or software, or (ii) Seller has at its expense procured for Buyer the right to continue to use the Goods or has modified or replaced the Goods so that the Goods no longer infringe. (iii) Buyer has failed to give Seller the earliest possible notice in writing of any claim made or to be made or of any action threatened or brought against Buyer and/or Buyer has failed to permit Seller, at Seller's expense, to conduct and control any litigation that may ensue and all negotiations for a settlement of the claim, or (iv) Buyer has made without Seller's prior written consent any admission which is or may be prejudicial to Seller in respect of any such claim or action, or (v) the Goods have been modified without Seller's prior written authorization.
- b. Buyer warrants that any design or instructions furnished or given by it shall not cause Seller to infringe any Intellectual Property Rights in the performance of Seller's obligations under the Contract and shall indemnify Seller against all reasonable costs and damages which Seller may incur as a result of any breach of such warranty.

11. NON-SOLICITATION

- a. During execution of this contract and for a period of two (2) years following the Delivery Date, the Buyer will not, directly or indirectly, whether through an owner, partner, shareholder, consultant, agent, employee, co-venturer or otherwise, or through any other "person" (which, for purposes of this subsection, shall mean an individual, a corporation, a partnership, an association, a joint-stock company, a trust, any unincorporated organization, or a government or political subdivision thereof), hire or attempt to hire any active employee or contractor of the Seller or any affiliate of the Seller, assist in such hiring by any other person, or encourage any such employee to terminate his relationship with the Seller or any affiliate of the Seller.

12. LIMITATION OF LIABILITY

- a. Supplier's maximum aggregate liability for any and all losses, liabilities, expenses (including legal expenses), damages, claims or actions incurred under or in connection with a specific order or a particular blanket order issued, arising in or by virtue of breach of contract, tort (including negligence), misrepresentation, breach of statutory duty, strict liability, infringement of intellectual property rights or otherwise, shall in no circumstances exceed a sum equal to the total price of the order in question.

13. STATUTORY AND OTHER REGULATIONS

- a. If Seller's obligations under the Contract shall be increased or reduced by reason of the making or amendment after the date of Seller's quotation of any law or any order, regulation or bylaw having the force of law that shall affect the performance of Seller's obligations under the Contract, the Contract Price and delivery period shall be adjusted

accordingly and/or performance of the Contract suspended or terminated, as appropriate.

14. COMPLIANCE WITH LAWS

- a. Buyer agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, Canada, the European Union and the jurisdictions in which Seller and Buyer are established or from which items may be supplied, and the requirements of any licenses, authorizations, general licenses or license exceptions relating thereto will apply to its receipt and use of goods.
- b. In no event shall Buyer use, transfer, release, export or re-export any such goods in violation of such applicable laws, regulations, orders or requirements or the requirements of any licenses, authorizations or license exceptions relating thereto.
- c. Buyer agrees furthermore that it shall not engage in any activity that would expose the Seller to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Buyer agrees to comply with all appropriate legal, ethical and compliance requirements.

15. DEFAULT, INSOLVENCY AND CANCELLATION

- a. Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract forthwith, wholly or partly, by notice in writing to Buyer, if (i) Buyer is in default of any of its obligations under the Contract and fails, within 30 (thirty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take action to remedy the default or (ii) on the occurrence of an Insolvency Event in relation to Buyer. In the event of cancellation, Buyer shall be responsible for all payments to the Seller for any deliveries completed and milestones met up to the date of termination.
- b. Buyer shall be entitled, without prejudice to any other rights it may have, to cancel the Contract forthwith, wholly or partly, by notice in writing to Seller, if (i) Seller is in default of any of its obligations under the Contract and fails, within 30 (thirty) days of the date of Buyer's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take action to remedy the default or (ii) on the occurrence of an Insolvency Event in relation to Seller. In the event of cancellation, Buyer shall be responsible for all payments to the Seller for any deliveries completed and milestones met up to the date of termination.
- c. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a chargeholder, receiver, administrative receiver or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its directors or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 28 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such cancellation, including a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

16. DATA RETENTION

- a. This section defines the Seller's data retention policy for Services projects. The data collected by the IrisPRO Pave takes up over 6 GB per mile (Raw) and 3 GB per mile

(Processed). Data storage costs are significant for this volume of data. Therefore, Seller has implemented a data retention policy to clarify its standard operating procedure.

b. Definitions

c. "Raw data" - Sensor data collected by the collection vehicle that is saved in proprietary formats and cannot be used directly. This includes .drive files, PGR files, and FIS files.

d. "Processed data" - Data that has been transformed into usable formats by the Connect software. This includes CSV, XLSX, SHP, GDB, and JPG files.

e. "Data Acceptance" - Buyer acceptance of delivered data and confirmation that deliverables meet the project requirements.

f. Policy

g. Seller will provide a quotation for hosting of any collected data for any duration upon request.

h. Seller will retain Raw data for 3 months beyond Data Acceptance, unless the client confirms in writing that Seller should store the data longer and confirms that client will pay for the additional hosting costs. Beyond this time, Seller may delete the Raw data without further notice. After the Raw data has been deleted, reprocessing of the sensor data will not be possible. For example, crack detection cannot be run with different settings, and new image views cannot be extracted from the Ladybug camera.

i. Seller will retain Processed data for 15 months beyond Data Acceptance, unless the client confirms in writing that Seller should store the data longer and confirms that client will pay for the additional hosting costs. This timeframe allows Seller to perform year-to-year analysis and comparisons provided that the same roads are collected annually. Beyond this time, Seller may delete the Processed data without further notice. After the Processed data has been deleted, year-to-year analysis and comparisons will be limited to data review only.

17. MISCELLANEOUS

a. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

b. If any clause, sub-clause or other provision of the Contract is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Contract.

c. Buyer shall not be entitled to assign its rights or obligations hereunder without the prior written consent of Seller.

d. Seller enters into the Contract as principal. Buyer agrees to look only to Seller for due performance of the Contract.

e. REMOVED

f. The Contract shall in all respects be construed in accordance with the laws of the State of Missouri. All disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the courts of the State of Missouri.

g. The headings to the Clauses and paragraphs of the Contract are for guidance only and shall not affect the interpretation thereof.

h. All notices and claims in connection with the Contract must be delivered in writing.

i. Unless mentioned to the contrary in writing, the Buyer authorizes Seller to cite its name in its business references, websites, and social media.

Exhibit 'A' for Professional Services



IMS Infrastructure Management Services
1750 S. Los Feliz Dr., # 111, Tempe, AZ 85281
Phone: (480) 839-4347 Fax: (480) 839-4348
www.imsanalysis.com

To: Earl Newill, Deputy Director of Public Works
John L. Johnson, Park Operations

From: Jim Tourek, Client Services Manager

Subject: 2024 Pavement Data Collection &
2024 Park Roads & Parking Lot Assessment

Date: November 21, 2023

Project: Jackson County, MO

Project No.: N/A

Thank you for taking the time to review the review the pavement and asset data collection services offered by IMS Infrastructure Management Services. IMS excels in pavement and asset management solutions and can provide a full suite of data collection and software services.

As we understand from our 2019 project, the County of Jackson currently maintains approximately 208 centerline miles of roadway; of those 52 centerline miles have 4+ lanes. To ensure adequate coverage across the network, the LCMS-2 RST (shown here) will survey each 4+ lane of roadway in each direction and each remaining road in one direction, resulting in a survey mileage of approximately **260 miles**.



For the park roads and parking lot data collection and analysis services offered by IMS Infrastructure Management Services. Our firm excels in pavement and asset management solutions including in-depth parking lot condition surveys services. To ensure adequate coverage across the network, the LCMS-2 RST (shown to the left) will survey each of the county's 31 centerline miles of parks' roadway in one direction, resulting in a survey mileage of **31 miles**. This will also be used on as many parking lots (large enough to accommodate). IMS is also proposing to utilize our Sidewalk Surface Tester "SST" (shown to the right) for the inventory of any smaller parking lots condition data and will conduct an analysis for maintenance recommendations. Our approach will be to collect data not only in through-travel area but in the parking stall areas. As discussed with Park staff, **this will require a coordinated effort and allowing for some lead time to schedule accordingly**. While the LCMS-2 equipped van collects all data in accordance with the U.S. Army Corps of Engineers data protocols, commonly referred to as ASTM D6433, the SST will be a modified-PCI based on visual assessments in the field and from imagery collected.



Exhibit 'A' for Professional Services



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1750 S. Los Feliz Dr., # 111, Tempe, AZ 85281
Phone: (480) 839-4347 Fax: (480) 839-4348
www.imsanalysis.com

Jackson County, MO - IMS 2023 IMS Pavement Management System Update

Task Activity	Quant	Units	Unit Rate	Total
Project Initiation				
1 Project Initiation & Set-Up	1	LS	\$3,000.00	\$3,000.00
2 Network Referencing & GIS Linkage	260	T-Mi	\$8.00	\$2,080.00
3 Network Inventory Checks & Survey Map Development	260	T-Mi	\$4.00	\$1,040.00
Field Surveys				
4 LCMS-2 RST Mobilization/Calibration	1	LS	\$3,000.00	\$3,000.00
5 LCMS-2 RST Field Data Collection (2-pass All Art. & Coll., 1-pass Local)	260	T-Mi	\$100.00	\$26,000.00
6 Collection of HD Digital Images, 15' Intervals (Front View)	260	T-Mi	\$12.00	\$3,120.00
Data Management				
7 Pavement Surface Condition Data QA/QC, Processing, & Format	260	T-Mi	\$20.00	\$5,200.00
8 Final Pavement Analysis and Budget Models & Final Written Report	1	LS	\$7,500.00	\$7,500.00
a. "ESA - Easy Street Analysis" Pavement Management Spreadsheet Software			Included in Base Activities	
b. Customizable Prioritization & Cost-Benefit Analysis			Included in Base Activities	
c. Unlimited Access - Training Library			Included in Base Activities	
d. Online ESA Spreadsheet Training via Teams			Included in Base Activities	
9 Project Management	1	LS	\$2,525.00	\$2,525.00
Project Total:				\$53,465.00

Jackson County, MO - IMS 2023 IMS Pavement Management System Update

Park Roads & Parking Lots				
10 Pavement Assessment of Park Roads (~ 31 Miles, All 1-pass: Mob. Incl. in Streets)	1.0	DA	\$4,750.00	\$4,750.00
a. Pavement Analysis of Park Roads (List as a Unique Functional Classification)				
11 Pavement Assessment of Park Parking Lots (Includes Stalls & Excludes Shelter Lots; County to Coordinate Closures)				
a. GIS Clean-up of Parking Lots & Park Roads	8	HR	\$125.00	\$1,000.00
b. Parking Lot Network Referencing & NOMAD/Survey Development	1	LS	\$2,500.00	\$2,500.00
c. 12 Parking Lots Surveys (RST: 129.19k Sq. Yards) - Excludes Shelter Lots	135,532	SY	\$0.100	\$13,553.00
d. Collection of Digital Images @ 10' Intervals (Center-Front View)	15	EA	\$20.00	\$300.00
e. Parking Lots Inventory, Attribute, & Geodatabase Development	15	EA	\$45.00	\$675.00
f. Parking Lots Analysis & Budget Development	1	LS	\$2,000.00	\$2,000.00
g. Summary Report	1	LS	\$250.00	\$250.00
h. Project Management	1	LS	\$1,772.00	\$1,772.00
Park Roads/ Parking Lots Project Sub-Total:				\$26,800.00

Combined Streets & Parks Project Total: \$80,265.00

Thank you for considering IMS a viable solution to your pavement management needs. We'll strive to remain an asset and extension of the County of Jackson staff and team. If any questions arise please do not hesitate to call or e-mail. Our entire staff is here to provide support and we can be reached at (480) 462-4030 or jtourek@imsanalysis.com **IMS Infrastructure Management Services**

Jim Tourek, West Region Manager of Client Services