



An ECONOLITE Group Company

## Software Maintenance Agreement

This agreement is for the software maintenance of *Centracs*, a proprietary advanced transportation management system (ATMS), to be provided by Econolite Control Products, Inc. (hereafter referred to as "Econolite") to Path Master, Inc., (hereafter referred to as "Distributor") as follows:

### Products Covered

This agreement covers systems maintenance support of the base *Centracs* system software licensed to the Lexington-Fayette Urban County Government (hereafter referred to as "Agency") being supported by the Distributor. Notwithstanding the foregoing, nothing herein is intended to modify, alter, or amend any existing agreement between Distributor and Agency. This agreement does not cover third party commercial off the shelf (COTS) software (even if that software is required for correct system operation), system hardware, communications equipment, or field equipment and software unless that software falls under the base *Centracs* system software license agreement.

### Period of Coverage

This coverage is effective as of August 1, 2016, and is valid for one (1) year. This agreement shall automatically renew at the end of each term for a successive one (1) year term unless a Party hereto provides written notice of its intention not to renew sixty (60) days prior to the expiration of the current term. This agreement may be renewed for up to four (4) additional years.

### Coverage

Econolite provides three options for continued software support and annual upgrades:

**Bronze** – Provides for one annual upgrade for the supported software. Upgrades will be performed via a remote connection provided by the Agency. Technical support and services are provided via remote support.

**Silver** – Provides one annual upgrade for the supported software. Upgrades will be performed during a one- day (1-day) on-site visit by an Econolite engineer. Technical support and services are provided via remote methods.

**Gold** – Provides one annual upgrade for the supported software. Upgrades will be performed during a three- day (3-day) on-site visit by an Econolite engineer. Informal refresher training is provided during the on-site visit along with the upgrade as needed. Technical support and services are provided via remote methods.

### Technical Support

Technical support and service from Econolite shall be coordinated through the Distributor and the Distributor shall be the first contact for all support calls. In the event the Distributor is unable to provide the required technical assistance, the Distributor will contact Econolite for additional support. Support from Econolite will be provided by remote methods unless on-site support is requested by the Distributor or Econolite deems necessary. In the event on-site support is provided, Econolite at its option may invoice for time, travel and lodging as identified in the provisions below.

Technical support hours of operation:

8:00am to 5:00pm (*Mountain Time*) / Monday – Friday except for holidays recognized by Econolite.

*Support requests received outside normal hours of operation are generally responded to within 24 hours.*

Technical Support Contact Information:

Local Account Manager or,

Phone: 714.630.3700 or 800.225.6480 or,

Online at [www.econolite.com](http://www.econolite.com)

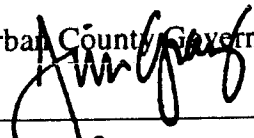
## Provisions

1. Distributor shall invoice Agency for payment of software maintenance services under this agreement, subject to any existing agreement between Distributor and Agency. Distributor shall pay Econolite pursuant to Econolite's quote submitted to Distributor.
2. Annual pricing is subject to change for any renewal under this agreement.
3. Econolite may invoice Distributor for any time, travel and lodging costs required for support or upgrades. One on-site, annual visit is included for the silver and gold support agreements; additional visits may be invoiced accordingly. Econolite may invoice up to but not exceed two hundred, twenty-five dollars (\$225.00) per hour. Invoice to be paid by Distributor according to Econolite's payment terms.
4. In the event remote access is granted (*required for Bronze agreement*), the Distributor shall ensure the Agency maintains a dedicated telephone line, or VPN (Virtual Private Network) connection for remote access to the system by Econolite. Econolite will provide support services by means judged appropriate by Econolite. Such means may include, without limitation, remote access to Agency computer(s), remote telephone consultations, and the provision of written documentation and other materials to Agency, by mail or electronic means. Response time for requests for remote support shall be kept under twenty-four (24) hours.
5. In the event that hardware, operating system, or other third party software, in use by the Agency is deemed by Econolite not to be sufficient for installation of an Upgrade Release, then as between Econolite and Distributor, Distributor shall be responsible for the cost of any new hardware or software as may be required.
6. In the event that Econolite identifies a fault or failure in software or hardware not covered under this agreement, which affects the operation of the ATMS, then the Distributor working with the Agency agrees to take prompt action to correct such faults and failures. Upon correction of said faults or failures, Econolite shall ensure that the ATMS is restored and operational within five (5) working days.
7. In the event that Econolite identifies a fault or failure in Econolite developed software or manufactured hardware covered under this agreement, which affects the operation of the ATMS, Econolite shall ensure that the system is restored and operational within five (5) working days. If the failure is due to third party hardware or software, provided by Econolite, Econolite will ensure that the system is restored within five (5) days of the third party replacing or repairing the items which they supplied.
8. This agreement may be voided at the option of Econolite if the Distributor or Agency modifies any part of the ATMS software where source code has been provided. Econolite will determine, in its discretion, if these modifications impede the ability to provide continued support and system upgrades.
9. A software upgrade may require hardware and third party COTS software (e.g. operating systems, database servers, drivers, etc.) upgrades to ensure the performance and functionality of the system. Econolite will provide details of minimum system requirements and as between Econolite and Distributor, the system will be upgraded at the Distributor's cost to meet or exceed these requirements at least one week prior to the base ATMS software upgrade.
10. A software upgrade may not support all the functionality of the previous version of the ATMS. Prior to the upgrade, Econolite will provide the Distributor with release notes for the new product that describes new and modified functionality. It is not anticipated that any core functionality will be lost; however, support for obsolete field devices may not be included in future system upgrades.
11. There shall be no third party applications loaded onto any server, workstation or laptop accessing or forming part of the ATMS without the prior approval of Econolite.
12. This agreement specifically excludes damage to the ATMS caused by the following: accident, unusual physical, electrical, electromechanical stress, neglect, misuse, failure of electric power, environmental conditions, transportation, or operating with operating systems, media or other software programs or use with hardware not approved by Econolite.

13. Econolite is not responsible for obsolescence of the ATMS that may result from changes in Agency computer or informational needs requirements or from changes in Agency's operational hardware or software programs.
14. Econolite warrants the ATMS will perform as defined in the published product specification provided that:
  - (a) the ATMS is used only with the hardware approved by Econolite and in accordance with Econolite's documentation and use instructions;
  - (b) the hardware is in good operating condition at all times and is installed in a suitable operating environment and is regularly maintained in accordance with the user documentation provided by Econolite or the manufacturer;
  - (c) any error or defect in the ATMS is not caused by Agency, its employees, agents, contractors, or any third party.
15. Major system upgrades that include new features and functions also include new ATMS user manuals. New documentation is not generated for minor system upgrades to correct errors.

Signatures below indicate contractual agreement with the terms and conditions herein.

Lexington-Fayette Urban County Government:

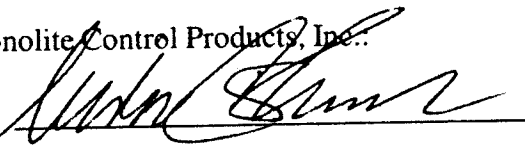
By: 

Print Name: Jim Gray

Title: Mayor

Date: 15-Sep-2016

Econolite Control Products, Inc.:

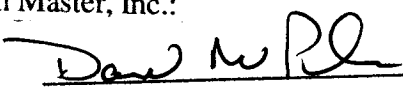
By: 

Print Name: LUKE CUNNINGHAM

Title: EASTERN DISTRICT SALES + DISTRIBUTION MANAGER

Date: 8/26/16

Path Master, Inc.:

By: 

Print Name: DAVID W. PALMER

Title: V.P. ENGINEERING

Date: 9/6/2016



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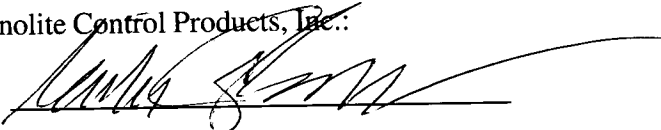
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Econolite Control Products, Inc.:

By: 

Print Name: Mike Cunningham

Title: Eastern Distribution Manager

Date: 8/15/16

Lexington-Fayette Urban County Government:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



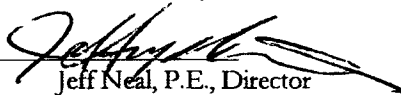
MAYOR JIM GRAY



LEXINGTON

JEFFERY NEAL  
DIRECTOR  
TRAFFIC ENGINEERING

TO: Mayor Jim Gray  
Urban County Council

FROM:   
Jeff Neal, P.E., Director  
Division of Traffic Engineering

CC: Dowell Hoskins-Squier, Commissioner, Department of Environmental Quality and  
Public Works.

DATE: August 16, 2016

SUBJECT: Resolution Authorizing Award of Professional Services for Central Signal System Maintenance Contract  
Request

Authorization to: Enter into an agreement with Pathmasters Inc. for annual signal system maintenance  
contract.

Why are you requesting?

Pathmasters is a sole source provider of all Econolite products, including Centracs. This will be an annual  
ongoing maintenance contract for the LFUCG Traffic signal software system renewable for 5 (1) year terms

What is the cost in this budget year and future budget years?

The cost for this FY is: \$22,670.00

The cost for future FY is: \$22,670.00

Are the funds budgeted?

The funds are budgeted or a budget amendment is in process: Funds are Budgeted

Account number: 1101-303601-0001-76102

File Number:

Director/Commissioner: Neal/Hoskins-Squier





July 27, 2016

Mr. David Filiatreau, PE, PTOE  
Signal Systems Manager  
Lexington-Fayette Urban County Government  
101 E. Vine Street, Suite 300  
Lexington, KY 40507

Re: Path Master, Inc./Econolite

Dear Mr. Filiatreau:

For your records, Path Master, Inc. is the exclusive distributor for Econolite Group, Inc. for Ohio, Kentucky, Western Pennsylvania and West Virginia.

If you need any further information, please contact us.

Sincerely,  
Path Master, Inc.

A handwritten signature in black ink that reads 'Stacia Shanley'.

Stacia L. Shanley  
Vice President



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

**Sole Source Purchases** are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

**Sole Source Services** are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

**Note: Sole Source Purchase requests for goods exceeding \$20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.**

### Requesting Division

Name David Filiatreau Division/Dept: Traffic Engineering / PW/EQ

Phone 859-258-3491 Email dfiliatreau@lexingtonky.gov

Type of Purchase: ( ) Goods/Materials/Equipment (XX) Services

Cost: \$22,670.00

Sole Source Request for the Purchase of: Comprehensive Coverage / Warranty with PathMaster, Inc. to continue to supply / provide technical related support for any/all software upgrades and hardware issues related to the Centracs central traffic control system. The Centracs system is a proprietary product of Econolite and cannot be serviced by any other distributor due to territorial restrictions.

One Time Purchase

To Establish Sole Source Provider Contract

(subject to annual review and approval by Central Purchasing and/or Urban County Council)

### Vendor Information

Business Name PathMaster, Inc.

Contact Name Mike Semchee

Address 1960 Midway Drive, Twinsburg, OH 44087

Phone 216-410-0299 Email msemchee@pathmasterinc.com



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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3. Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).

**The services being provided are to support proprietary Econolite hardware, software and technology only offered by PathMaster, Inc.**

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4. How was the price offered determined to be fair and reasonable?  
(Explain what the basis was for comparison and include cost analyses as applicable.)

**The price offered is well within industry standards for similar warranties and thus, considered to be equitably fair and reasonable. The original purchase and agreement came with a warranty period defined to end May 4, 2015. Following the initial warranty, the terms and estimated costs were defined in the contract agreement. The amount quoted is in line with that specified amount.**

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5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

**With the coverage and warranty in place, any hardware malfunctions will be remedied as needed and software advances or updates will be passed along at no additional costs to the city.**

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