



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**

Department	Public Works and Assets	Department Contact	Pat Johnson
Contact Email	pat.johnson@louisvilleky.gov	Contact Phone	(502) 574-3930

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service				
Sole Source (goods/services)	✓			
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	04/13/2020	04/13/2021		

VENDOR INFORMATION

Vendor Legal Name	Path Master, Inc				
DBA					
Point of Contact	Kenny Pennington	Email	kpennington@pathmasterinc.com		
Street	1960 Midway Drive				
Suite/Floor/Apt		Phone	(330) 425-4994		
City	Twinsburg	State	Ohio	Zip Code	44087
Federal Tax ID#		SSN# (If sole proprietor)			
Louisville Revenue Commission Account #					
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable					

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$112,920	(including reimbursement expenses, if applicable)			
Fund Source: General Fund					
Federal Grant		Federal Granting Agency			
Other	✓	Describe:			
Account Code String #	8123	410	8201	148350	899998
Payment Rate	per hour		per day		per service
	per month		Other		
Payment Frequency	Monthly	✓	Upon Completion / Delivery		
	Quarterly		Other		



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CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

The Louisville Jefferson County Metro Public Works and Assets Traffic Operations Division completed and formally accepted the software for the Traffic Signal Control system approximately eight years ago. The Advanced Traffic Management Software (ATMS) called CENTRACS was designed and developed by AECOM Systems Integration Group (ASIG) now known as Econolite. CENTRACS provides Louisville Metro with the necessary tools to effectively manage our traffic signals which ultimately reduces travel times, vehicle operating costs, vehicle emissions and increases traffic safety.

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

The Traffic Operations staff recommends the procurement of additional modules, hardware and software from Econolite as required for an incremental upgrade path when additional funds become available. CENTRACS has offered a stable, cost effective, workable platform and as such the continued use of this software is recommended as it is the ONLY ATMS capable of communicating with our existing compliment of field equipment (assets valued at \$10,000,000).

Path Master Inc. is the sole source supplier for Econolite and Econolite products in the state of Kentucky. We are therefore requesting that Path Master, Inc. be established as a "sole source" for software and hardware upgrades, support, maintenance, modules, proprietary field equipment and radar based vehicle detection systems because of the unique hardware and firmware that only they can provide.

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director: Vanessa Burns, Date: 4/13/2020 | 2:07 PM PDT

Purchasing Director: Joel Neaveill, Date: 4/13/2020 | 5:51 PM EDT



Path Master Inc.
1960 Midway Drive
Twinsburg OH 44087
United States

Quote

Quote # C19654-REV1

1/10/2020

Louisville, City of

Jason L Yeager
Louisville, City of
601 West Jefferson Street,
Louisville KY 40202
United States

Email: Jason.Yeager@louisvilleky.gov

Phone: (502) 574-3964

Fax: (502) 574-4132

Centracs 2.0 Upgrade

Bid Date	Completion Date	Quote Expires	Terms	F.O.B.	Delivery
		30 Days	Net 30 Days	Twinsburg, Freight Allowed	6-8 Weeks, ARO

Bid Ref	Qty	Unit	Description	CL	Unit Sell	Ext. Sell
1.	40	EA	Man Hours Labor To Upgrade The City's Centracs ATMS System To Current Version, Includes configuration And Integration Of New Digi Port Servers	34	\$150.00	\$6,000.00
			Note: Hours to be billed on actual time on project. Will need approval from city should time exceed 40 hours.			
2.	2	EA	Annual Centracs Software Maintenance Agreement (SMA), Basic Level	34	\$39,600.00	\$79,200.00
			Note: Minimum 2 year SMA required			
					Total	\$85,200.00

Will offer 10% discount if 3 or 4 years SMA service is purchased and 15% discount if 5 years SMA service is purchased.

2A.	3	EA	Annual Centracs Software Maintenance Agreement, Basic Level. Minimum 3 Years		\$35,640.00	\$106,920.00
2B.	5	EA	Annual Centracs Software Maintenance Agreement, Basic Level. Minimum 5 Years		\$33,660.00	\$168,300.00

NOTES:

1) In The Event That The Customer Modifies, Or Attempts To Modify, This Proposal In Any Manner, Including For Quantity Or Types Of Equipment, Path Master, Inc., Reserves The Right To Amend Its Pricing At Its Discretion

2) In The Event That The Customer Delays Shipment Of The Equipment Or Delays Taking Delivery Of The Equipment From Path Master, Inc., Path Master, Inc. Reserves The Right To Charge A Storage Fee of 3%.



Path Master Inc.
1960 Midway Drive
Twinsburg OH 44087
United States

Quote

Quote # C19654-REV1

1/10/2020

3) In The Event That The Customer Purchases Equipment From Another Supplier To Be Integrated With Path Master, Inc. Equipment, Path Master Inc. Reserves The Right To Charge Field Service Fees, If Requested To Perform The Integration Of Such Products, At Our Standard Field Service Rate of \$150 Per Hour With A Minimum Charge Of 3 Hours.

4) Freight Allowed Is Provided As On Shipment Of Entire Order. If Customer Requires Multiple Shipments, Path Master, Inc. Reserves The Right To Charge Extra Freight Fee As Applicable.

ORDERS ARE SUBJECT TO CREDIT APPROVAL

X Jeff Brown
Jeffrey Brown, Public Works & Assets
Louisville / Jefferson County Metro
Government

Software Maintenance Agreement

This agreement is for Centrac software maintenance to be provided by Econolite Systems, 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 Centrac system software licensed to the Louisville/Jefferson County Metro Government, acting by and through its Department of Public Works and Assets (hereafter referred to as “Agency”) being supported by the Distributor. [1000 Centrac Licenses]. 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 Centrac system software license Agreement.

PERIOD OF COVERAGE

This coverage is valid for three calendar years (3-years) from the commencement date of this agreement. Thereafter the annual fee for systems maintenance agreement may be renegotiated by the parties not less than 60 days prior to the expiration of the period of coverage.

COVERAGE

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

BASIC– Provides for:

- One annual upgrade for the supported software. Upgrades will be performed via a remote connection provided by the Distributor or Agency.
- Proactive System Health Monitoring. A third-party application is used to collect Centrac software log data that can be reviewed to identify anomalous system behavior.
- Standard Technical Support. Technical support of system software via telephone, email or remote access provided by the Distributor or Agency.

PREMIER – Provides for:

- One annual upgrade for the supported software. Upgrades will be performed via a remote connection provided by the Distributor or Agency.
- Enhanced System Health Monitoring. A third-party application is used to collect data from the Centrac Software, the Centrac Database, the Centrac System Servers and the Centrac System Network that can be reviewed to identify anomalous system behavior.
- Backup protection of system configuration. A third-party application is used to create and maintain a secure backup of your Centrac database configuration offsite to protect your data from a catastrophic failure.
- Priority Technical Support. Elevated prioritization of tickets. Technical support of system software via telephone, email or remote access provided by the Distributor or Agency.
- Dedicated Web Port Access. Ability to view open tickets, open new tickets, see status updates.

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 access provided by Distributor or Agency unless on-site support is requested by Distributor, Agency 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 twenty-four (24) hours.

TECHNICAL SUPPORT CONTACT INFORMATION:

Local Account Manager or,
Phone: 714.630.3700 or 800.225.6480 or,
Online at www.econolite.com

PROVISIONS

1. An invoice shall be submitted to Distributor prior to the expiration of the current coverage. To be paid to Econolite according to standard Distributor terms.
2. Annual pricing is subject to change. Econolite will provide Distributor with a quote indicating annual pricing, including any discount for Distributor's prompt agreement to renew, prior to the end of the renewal term.
3. Distributor shall ensure the Agency maintains internet access, or VPN (Virtual Private Network) connection for remote access to the system by Econolite. Econolite will provide support services by means of remote access. 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.
4. Distributor working with Agency acknowledges that it must grant access to Econolite in order for Econolite to install a third-party application to collect data that can be used by Econolite to monitor the performance of Centracs and related hardware components and to provide backup protection. Econolite shall install the application upon Agency's grant of access.
5. In the event Econolite deems Agency's hardware, operating system, or other third-party software insufficient for installation of an Upgrade Release, then Distributor working with Agency shall be responsible for the cost and installation of any new hardware or software as may be required
6. In the event Econolite identifies a fault or failure in software or hardware not covered under this Agreement, which affects the operation of the ATMS, then Distributor working with the Agency agrees to take prompt action to correct such faults and failures. Upon correction of said failures, Econolite shall ensure that the ATMS is restored and operational within five (5) working days.
7. In the event Econolite identifies a fault or failure in Centracs system software 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 Distributor or Agency modifies any part of the ATMS Centrac system 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 the system will be upgraded at Distributor's cost to meet or exceed these requirements at least one week prior to the base ATMS software upgrade.
10. An upgrade may not support all the functionality of the previous version of the ATMS. Prior to the upgrade, Econolite will provide 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 which interfere with the operation or installation of the ATMS Centrac system software. In the event that a third-party software does affect the operation or installation of the ATMS Centrac system software, the Agency shall be required to uninstall the third-party software.
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 shall maintain all ownership rights in any enhanced Centrac software developed and provided by Econolite to Distributor or Agency under this Agreement. Econolite shall license such enhanced Centrac software for use by Distributor or Agency pursuant to the terms and conditions of the base Centrac system software licensed to Agency.
15. 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 Distributor or Agency, its employees, agents, contractors, or any third party.
16. The third-party application(s) used to a secure offsite backups of the core Centrac database configuration and to collect data to monitor the performance of Centrac and related hardware components is provided "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OR TRADE. ECONOLITE'S MAXIMUM LIABILITY UNDER ANY LEGAL THEORY, INCLUDING BREACH OF WARRANTY, TORT, OR OTHERWISE, RELATED TO THE INSTALLATION AND USE OF THE THIRD-PARTY APPLICATION SHALL IN NO EVENT EXCEED THE AMOUNTS PAID BY DISTRIBUTOR TO ECONOLITE UNDER THIS AGREEMENT.
17. 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.
18. Any lawsuit pertaining to any matter arising under or growing out of this Agreement shall be instituted in the State of Kentucky.

19. This Agreement shall not be assigned by any party, or any party substituted, without prior written consent of Distributor and Econolite.
20. No supplement, modification or amendment of this Agreement or waiver of the provisions thereof shall be binding unless executed in writing by Distributor and Econolite. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
21. In the event any action in law or equity, arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to its attorneys' fees and other costs reasonably incurred in such action or proceeding.
22. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
23. In the event any of the provisions of this Agreement shall, for any reason, be held void or unenforceable, the remaining provisions shall remain in full effect and shall control.
24. Any provisions of this Agreement prohibited by the law of any state shall, as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.
25. Should any obligation of either party hereunder (except with respect to timely payment of invoices) be delayed by events beyond such party's control, including but not limited to, natural or man-made disasters, strikes, government actions or regulations, failure of a third party to comply or conform or inability to obtain labor or materials through its regular sources, that party's time for performance shall be extended by the period of delay upon approval by Distributor.
26. Any provision which by its nature shall survive the expiration, cancellation or early termination of this Agreement shall survive the expiration, cancellation or early termination of this Agreement.
27. Records Audit. ECONOLITE AND DISTRIBUTOR shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of ECONOLITE AND DISTRIBUTOR's costs which are chargeable to Agency under this Agreement; and Agency shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by ECONOLITE AND DISTRIBUTOR shall include (without limitation): (a) payroll records accounting for total time distribution of ECONOLITE AND DISTRIBUTOR's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for ECONOLITE AND DISTRIBUTOR's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

Language above is required in every contract by Metro OMB regulations and Metro Ordinance LMCO 20.20.

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

ECONOLITE AND DISTRIBUTOR shall reveal any final determination of a violation by ECONOLITE AND DISTRIBUTOR or their subcontractors within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to ECONOLITE AND DISTRIBUTOR or their subcontractors. ECONOLITE AND DISTRIBUTOR shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to ECONOLITE AND DISTRIBUTOR or their subcontractors for the duration of this Agreement.

28. Econolite and Distributor shall comply with Attachment A attached hereto and fully incorporated herein.



PRICE

_____ **Basic** \$35,640.00 per year – 3 Year minimum purchase

Prices do not include sales tax

*Prices are discounted if paid in full at commencement of the Agreement

Please initial and circle the selected coverage above. Signatures below indicate contractual Agreement with the terms and conditions herein.

Coverage Effective: May 1, 2020

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of May 11 , 2020.

Louisville/Jefferson County Metro Government:

 Jeff Brown

Signature

 Jeff Brown

Print

 Assistant Director

Title

Econolite Systems, Inc.:

 Ratcliffe

Signature

 Tracey Gleason-Ratcliffe TR

Print

 Project Manager

Title

Path Master, Inc.:

 Daw W. Palmer

Signature

 David W. Palmer

Print

 V.P. - ENGINEERING

Title

Software Maintenance Levels & Benefits

Basic– Provides for:

- One annual upgrade for the supported software. Upgrades will be performed via a remote connection provided by the Distributor or Agency.
- Proactive System Health Monitoring. A third-party application is used to collect Centrac software log data that can be reviewed to identify anomalous system behavior.
- Standard Technical Support. Technical support of system software via telephone, email or remote access provided by the Distributor or Agency.

January 9, 2020

To Whom It May Concern:

From: Patrick Johnson, PE, Engineering Manager
Department of Public Works and Assets

Re: Metro Traffic Signal System
“Sole Source” Request for Path Master, Inc.

The Louisville Jefferson County Metro Public Works and Assets Traffic Operations Division completed and formally accepted the software for the Traffic Signal Control system approximately eight years ago. The Advanced Traffic Management Software (ATMS) called CENTRACS was designed and developed by AECOM Systems Integration Group (ASIG) now known as Econolite. CENTRACS provides Louisville Metro with the necessary tools to more effectively manage our traffic signals which ultimately reduces travel times, vehicle operating costs, vehicle emissions and increases traffic safety.

CENTRACS is a PC based traffic control system that was developed for use with variable traffic control units. One of the most important features is that the system was developed to be modular. Thus allowing CENTRACS users to add additional “modules” that provide for more advanced features and controls. Econolite recently developed software that eliminates the need for out-dated proprietary equipment that is integral to the signal system’s communications network. CENTRACS 2.0 is the **ONLY** ATMS currently available that will communicate with our existing on-street traffic signal control field equipment (controllers, cabinets, etc. that currently total over 1000 traffic signal controlled intersections).

Econolite has recently developed the “next generation” ATMS called CENTRACS 2.0. This new centralized integrated platform will offer expanded capabilities for traffic signal control, Intelligent Transportation Systems (ITS) field device monitoring and control, information management and graphical data displays. This system will provide a more flexible platform for integration with new state-of-the-art traffic control equipment along with advanced vehicle detection systems.

The Traffic Operations staff recommends the procurement of additional modules, hardware and software from Econolite as required for an incremental upgrade path when additional funds become available. CENTRACS has offered a stable, cost effective, workable platform and as such the continued use of this software is recommended. I would reiterate that CENTRACS 2.0 is the **ONLY** ATMS capable of communicating with our existing compliment of field equipment (assets valued at \$10,000,000).

Path Master Inc. is the sole source supplier for Econolite and Econolite products in the state of Kentucky. We are therefore requesting that Path Master, Inc. be established as a “sole source” for software and hardware upgrades, support, maintenance, modules, proprietary field equipment and radar based vehicle detection systems because of the unique hardware and firmware that only they can provide. We have also attached a completed Contract Data Sheet. If you should have any questions or you need any additional information, please contact Pat Johnson at 574-3930. Thanks for your assistance.

Attachments



MOVING TRAFFIC FORWARD

December 13, 2019

To Whom It May Concern,

This letter is to confirm that Pathmaster Inc. in Twinsburg, OH is the only authorized seller, service and repair supplier for our Econolite product line. Pathmaster Inc. is the sole authorized Econolite Distributor for the city of Louisville, KY.

Econolite Products include:

Traffic Signal Controllers: Cobalt, AS/3, ASC/2 and all 2070 models
Traffic Signal Cabinets: NEMA, ATC and Safetran 33x
Traffic Signal Heads: Aluminum and Polyurethane, Vehicle and Pedestrian Signals
Vehicle and Bicycle Detection: Autoscope Video and AccuScan Radar
System Software: Aries, Centracs, Centracs Edaptive, Centracs SPM, Centracs Priority

This includes all our product family of traffic signal controllers, traffic signal cabinets, video & radar detection, traffic signal heads and Centracs system software. Pathmaster Inc is exclusive for the City of Louisville, KY. Pathmaster's contact information is:

Pathmaster
1960 Midway Drive
Twinsburg, OH 44087
(330) 425-4994
www.trafficcontrolcorp.com

We are fully authorized to sell, supervise installations and provide warranty service for Econolite products for the traffic and transportation industry.

Warranty and customer service from Econolite are only available for products purchased from an authorized distributor. The authorized distributor for the City of Louisville, KY is Pathmaster.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark A. Fayta".

Mark A. Fayta
Director, Northern Region
Econolite
847-687-9146
mfayta@econolite.com

Transportation Management Systems

Centracs®

What, exactly, is Centracs?

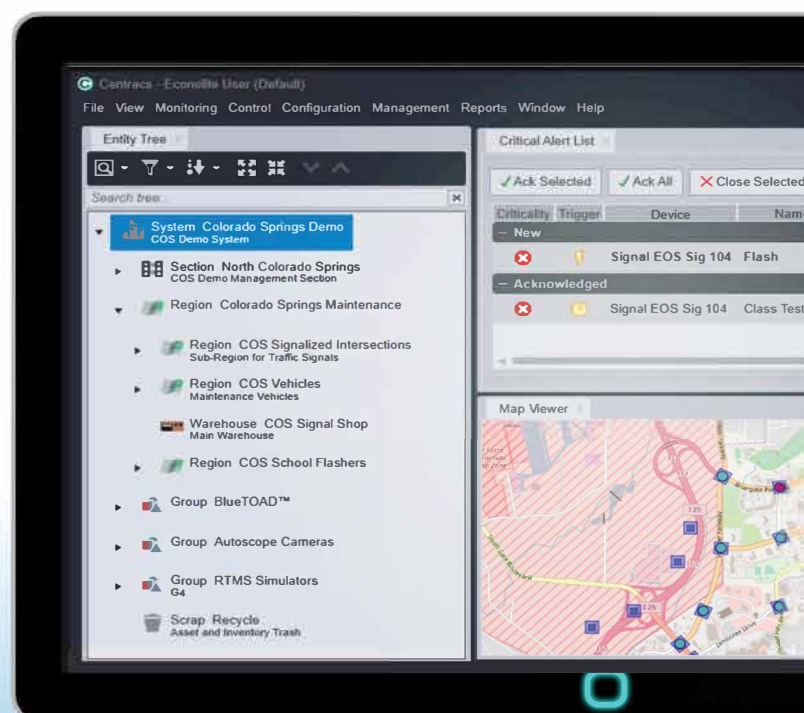
Centracs ATMS. Centracs is an intuitive GUI-based enterprise-class traffic software solution, providing powerful and flexible ITS management, traffic control, and data sharing in a single ATMS platform. Centracs leverages proven and robust client-server architecture and distributed processing for adding ITS system modules. This provides unmatched return on investment through system scalability, communications, and implementation of various ITS strategies. It enables agencies to employ customized configurations to meet the specific needs unique to any traffic operations.

Why do agencies use Centracs?

ATMS enable agencies to monitor traffic throughout an entire transportation network and make real-time decision making from a Traffic Management Center (TMC). The ATMS allows a minimal staff to manage an entire traffic operation from the TMC.

How does Centracs benefit the driving public?

Centracs provides agencies real-time management capabilities for their roadway network, ensuring the highest levels of safety and mobility for all roadway users.





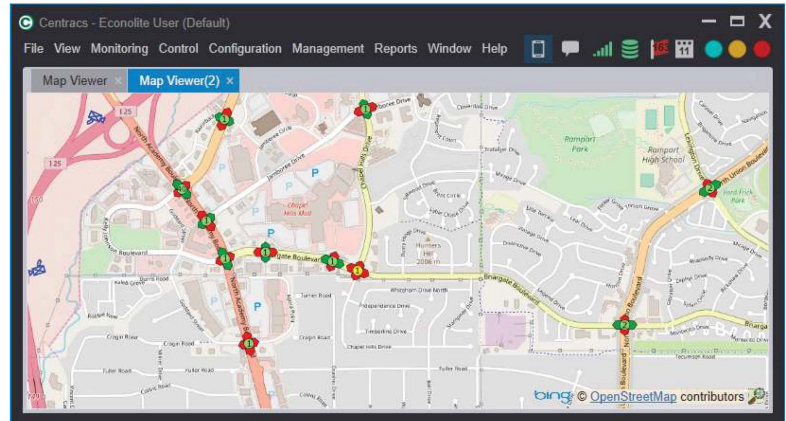
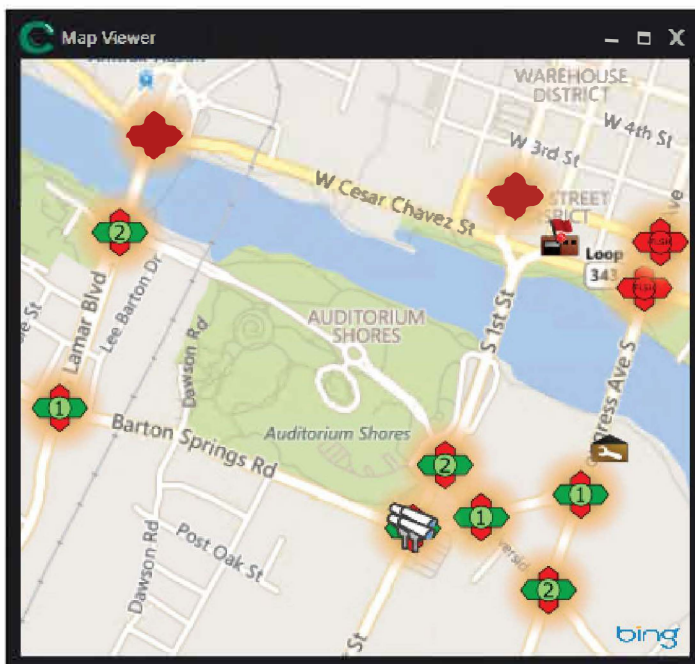
Graphical User Interface and "Containers"

Modern Graphical User Interface (GUI) design is an integral part of Centrats 2.0. The intuitive GUI provides a short system learning curve, helping new users to immediately become productive while allowing experienced users to leverage the full power of Centrats 2.0's advanced features. Centrats 2.0 offers an extensive and flexible suite of tools, encouraging users to establish individual workflows and environments for increased efficiency.

User versatility is made possible by the Centrats 2.0 user interface, which utilizes powerful "Container" technology. Containers assist the user in managing the various maps, status, and control screens by enabling the user to drag-and-drop open windows into containers.

Interactive GIS Based Maps

The modern GIS map technology and rendering tools behind Centrats 2.0 map interfaces make the map a truly convenient tool for managing and monitoring field devices. Simple mouse gestures are used to pan and zoom, while the Centrats 2.0 Container technology allows users to customize, display and store multiple maps. Agencies can select from a variety of commercial or government GIS data sources including their own GIS databases. The local intersection map editor in Centrats 2.0 is easy to use allowing users to add fully functioning intersection displays in a matter of minutes.



Centrats 2.0 takes care of the positioning and sizing of contained windows, leaving the user free to focus on more important tasks. When a user exits Centrats 2.0, the entire layout is remembered and then restored on the next login. Additionally, all system configuration actions are performed through the GUI - no need to edit configuration text files or registry entries.

Scalable Architecture

Centrats 2.0 implements a distributed layer architecture providing scalability and expandability. The "Core" or application server manages the system scheduler, traffic control algorithms, field device time management, alert generation, and more. Communication or "Comm Servers" perform the communications to field devices. The entire system can reside on a single computer or it can be spread across multiple computers. This allows Centrats 2.0 to efficiently manage a small agency's needs on a single, inexpensive computer, or to scale up for a large agency needing to manage thousands of devices by distributing the processing across multiple computers.



Powerful Traffic Management Tools

The true value of a modern ATMS system depends on the tools provided to monitor and manage the system. Centrac 2.0 offers a wide range of reports and real-time monitors for nearly every aspect of the system. Real-time detector monitors, Time-Space and split monitors, coordination, Traffic Responsive, communication status, system performance monitors, alert monitors and detailed reports allow the various users of the system to track those aspects of the system that are most important. A real-time text-mode remote front panel for ASC/3 and Cobalt controllers allow Centrac 2.0 users to interface with controllers as if they were standing at the intersection. The signal database editor for Cobalt and ASC/3 controllers offers advanced features such as timing templates, spreadsheet style editing features and version management. Whether the user is a Traffic Engineer, a TMC manager, a System Administrator, or a signal shop manager, Centrac 2.0 provides the most effective tools for the job.

Communications and Device Support

Robust, dependable communication to field devices is key to a successful ATMS system and is a critical component of Centrac 2.0. Most communications media is supported, including fiber optics, twisted-pair, leased lines, and wireless. Protocol support includes: TCP/IP, UDP/IP, RS232 serial, ACT, PMPP, STMP, and SNMP. Traffic signal device support includes: Econolite's NTCIP-based Cobalt, ASC/2, ASC/2S,

and ASC/3 (1000, 2100, or Rack Mount) NEMA TS1/TS2 controllers, 2070 (L or LN) controllers running ATC/2070, ASC/3 2070, or Oasis firmware, or controllers running EPAC version 4.01D,170-type controllers running certain versions of Wapiti W4IKS firmware, and NTCIP 1202 compliant controllers.

Centrac Maintenance Management System (MMS) (optional)

Centrac 2.0 MMS is a simple to use GIS-based asset management and maintenance system. It allows ITS and signal maintenance organizations to track assets in real-time through the products' entire life cycle. Offering both workstation and mobile device interfaces, it supports preventative maintenance planning and execution along with trouble ticket dispatch and work-order scheduling. Centrac 2.0 MMS is available as an optional module to Centrac 2.0, or as a stand-alone system.

Centrac DCMS (Data Collection Management System) (optional)

Centrac 2.0 DCMS turns new or existing detection systems into virtual count stations that gather and distribute traffic data without interruption, providing the accurate information needed for faster incident response, real-time changes to traffic signal timing, or to anticipate special event traffic conditions.

Centrac Adaptive Module (optional)

Centrac 2.0 Adaptive is an arterial-based adaptive control module. Centrac 2.0 Adaptive uses the Centrac 2.0 native interface, simplifying the creation and management of adaptive intersection groups or sections. As a bonus, while the Centrac 2.0 Adaptive algorithms adjust splits and offsets, cycle length adjustments can be achieved by coupling our adaptive software with Centrac 2.0 Traffic Responsive techniques. Working directly with Econolite's ASC/3 controller software and avoiding adding undesirable hardware at the cabinet, Centrac 2.0 also allows the creation of multiple groups that can easily be managed using the Centrac 2.0 Time-of-Day scheduler. The power of Centrac 2.0 Adaptive provides a cost effective means of achieving real and measurable improvements in traffic flows without the cost of adding new servers, hardware, and by using existing controller coordination plans and existing communications channels.



Advanced Measures of Effectiveness (MOE) Module (optional)

The Centrac 2.0 MOE module was developed in conjunction with Purdue University. These reports use high density detector data collected 10 times per second from ASC/3 and Cobalt controllers to offer users a unique set of tools for understanding the factors influencing coordination and the effectiveness of timing at the intersection.

Dynamic Message Sign (DMS) Management (optional)

The Centrac 2.0 DMS module provides users the direct and instantaneous control to update and display valuable traveler information messages. By providing timely traffic condition or incident messages, Centrac 2.0 DMS can help provide congestion mitigation and increase roadway safety.

Server-to-Server Module (optional)

The Centrac 2.0 Server-to-Server module provides a unique interface allowing agencies to achieve unparalleled benefits through cooperative operations and system management. Adjoining Centrac 2.0 - managed cities can seamlessly share data and manage arterial traffic across agency boundaries providing true Center-to-Center communications. Centrac 2.0 Server-to-Server also allows agencies to participate in cross-jurisdictional management and monitoring of neighboring agency intersections.

CCTV (optional)

Close Circuit Television (CCTV) cameras have proven a valuable tool for many agencies. Econolite offers the Centrac Advanced CCTV module as an optional component of the Centrac ATMS. This module is an enterprise-class IP video surveillance solution that provides seamless management of digital video across IP networks.

Centrac Optional Modules

- Centrac MMS
- Centrac DCMS
- Centrac Travel Time
- Centrac Adaptive
- Centrac MOE
- Centrac DMS
- Centrac Server-to-Server
- Centrac CCTV
- Centrac SPM



Alvey, Diana

From: Johnson, Pat W
Sent: Monday, April 13, 2020 3:43 PM
To: Alvey, Diana
Cc: Bradley, Maxwell B.; Brown, Jeffrey E; Yeager, Jason L; Keith, Stacy
Subject: RE: NCCR - Path Master, Inc. - Department of Public Works & Assets
Attachments: Sole Source - Econolite Path Master Jan 9 2020.doc; Pathmaster Authorized Econolite Distributor Dec 13 2019.pdf; systems-centracs-datasheet2019.pdf; _0914092357_001.pdf

Diana,

I have attached the Centracs 2.0 datasheet with product information and specifications. As well. Previous terms and conditions are also attached. The following paragraphs summarize this issue. Thanks so much for your assistance!!

The Louisville Jefferson County Metro Public Works and Assets Traffic Operations Division completed and formally accepted the software for the Traffic Signal Control system approximately nine years ago. The Advanced Traffic Management Software (ATMS) called CENTRACS was designed and developed by AECOM Systems Integration Group (ASIG) now known as Econolite. CENTRACS provides Louisville Metro with the necessary tools to more effectively manage our traffic signals which ultimately reduces travel times, vehicle operating costs, vehicle emissions and increases traffic safety.

CENTRACS is a PC based traffic control system that was developed for use with variable traffic control units. One of the most important features is that the system was developed to be modular. Thus allowing CENTRACS users to add additional "modules" that provide for more advanced features and controls. Econolite recently developed software that eliminates the need for out-dated proprietary equipment that is integral to the signal system's communications network. CENTRACS 2.0 is the ONLY ATMS currently available that will communicate with our existing on-street traffic signal control field equipment (controllers, cabinets, etc. that currently total over 1000 traffic signal controlled intersections).

Econolite has recently developed the "next generation" ATMS called CENTRACS 2.0. This new centralized integrated platform will offer expanded capabilities for traffic signal control, Intelligent Transportation Systems (ITS) field device monitoring and control, information management and graphical data displays. This system will provide a more flexible platform for integration with new state-of-the-art traffic control equipment along with advanced vehicle detection systems.

The Traffic Operations staff recommends the procurement of additional modules, hardware and software from Econolite as required for an incremental upgrade path when additional funds become available. CENTRACS has offered a stable, cost effective, workable platform and as such the continued use of this software is recommended. I would reiterate that CENTRACS 2.0 is the ONLY ATMS capable of communicating with our existing compliment of field equipment (assets valued at \$10,000,000).

Path Master Inc. is the sole source supplier for Econolite and Econolite products in the state of Kentucky. We are therefore requesting that Path Master, Inc. be established as a "sole source" for software and hardware upgrades, support, maintenance, modules, proprietary field equipment and radar based vehicle detection systems because of the unique hardware and firmware that only they can provide. We have also attached a completed Contract Data Sheet.

If you should have any questions or you need any additional information, please contact Pat Johnson at 574-3930. Thanks for your assistance.

Max,

The Louisville Jefferson County Metro Public Works and Assets Traffic Operations Division completed and formally accepted the hardware and software for the Traffic Signal Control system approximately eight years ago. The Advanced Traffic Management Software (ATMS) called CENTRACS was originally designed and developed by AECOM Systems Integration Group (ASIG) now known as Econolite. CENTRACS provides Louisville Metro with the necessary tools to more effectively manage our traffic signals which ultimately reduces vehicular travel times, vehicle operating costs, reduced fuel consumption and vehicle emissions and increases/improves traffic safety.

CENTRACS is a PC based traffic control system that was developed for use with variable traffic control units. One of the most important features is that the system was developed to be modular. Thus allowing CENTRACS users to add additional "modules" that provide for more advanced features and controls. Econolite recently developed software that eliminates the need for out-dated proprietary equipment that is integral to the signal system's communications network.

Econolite has recently developed the "next generation" ATMS called CENTRACS 2.0. This new centralized integrated platform will offer expanded capabilities for traffic signal control, Intelligent Transportation Systems (ITS) field device monitoring and control, information management and graphical data displays. This system will provide a more flexible platform for integration with new state-of-the-art traffic control equipment and communications equipment, "smart cities" initiatives, along with advanced vehicle detection systems.

The Traffic Operations staff recommends the procurement of additional modules, hardware and software from Econolite as required for an incremental upgrade path when additional funds become available. CENTRACS has offered a stable, cost effective, workable platform and as such the continued use of this software is recommended.

Path Master Inc. is the sole source supplier for Econolite and Econolite products in the state of Kentucky. We are therefore requesting that Path Master, Inc. be established as a "sole source" for software and hardware upgrades, support, maintenance, modules, proprietary field equipment and radar based vehicle detection systems because of the unique hardware and firmware that only they can provide. We have also attached a completed NCCR.

Attachments

Please review this package of information and let me know if it is acceptable. Once we are to the stage where signatures will be required, I will certainly assist with "walking" the documents through to expedite these processes.

Please see attached e-mail for the (2) cost centers that will pay for the upgrades. If any of you should have any questions or you need additional information, please feel free to let me know.

Thanks!!!

From: Johnson, Pat W
Sent: Wednesday, September 25, 2019 4:45 PM
To: Neathery, Tracey L <Tracey.Neathery@louisvilleky.gov>
Cc: Bradley, Maxwell B. <Maxwell.Bradley@louisvilleky.gov>
Subject: FW: OLD Sole Source #78 - Path Master, Inc. - Public Works & Assets

Tracey, hey I hope you are well!!

We (the DPW&A's Traffic Engineering Section) need to re-establish a "sole source" designation for Pathmaster (see old attached documentation).

Conditions have not changed (as far as contractor, unique one of a kind software and proprietary traffic signal control equipment.). in fact time is of the essence for us to have a "current" contract to update the Advanced Traffic Systems hardware and software and we need to expeditiously use (2) funding sources.. See copied and pasted paragraph below.

Path Master Inc. is the sole source supplier for Econolite and E
We are therefore requesting that you establish Path Master
upgrades, support, maintenance, modules and proprietary
hardware and firmware that only they can provide.

Do we need to use the attached "new" NCCR?? If so, what additional documentation is required and who from Purchasing do I need to work with??

Please advise and as always, thanks so much for your assistance!!!

From: Ford, Senora

Sent: Monday, September 14, 2009 9:28 AM

To: Johnson, Pat <Pat.Johnson@louisvilleky.gov>

Cc: Braun, Mary <Mary.Braun@louisvilleky.gov>; Tipton, Ben <Ben.Tipton@louisvilleky.gov>; Bagshaw, Susan <Susan.Bagshaw@louisvilleky.gov>

Subject: RE: Sole Source #78 - Path Master, Inc. - Public Works & Assets

Per your request, the Sole Source #78 for Path Master, Inc., has been approved. Please review the attached documents.
Thanks!

ATTACHMENT A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Insurance Partners 26865 Center Ridge Rd Westlake OH 44145		CONTACT NAME: Linda Krell PHONE (A/F: Nr, Ext): (440) 835-3293 FAX (A/C No): (866) 620-2007 E-MAIL ADDRESS: lkrell@inspartners.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Great Northern Insurance Co.	NAIC # 20303
INSURED Path Master Inc. 1960 Midway Drive Twinsburg OH 44087		INSURER B: Federal Insurance Company	NAIC # 20281
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 Liab V1.0 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		35993589	07/31/2019	07/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			73594899	07/31/2019	07/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			79898461	07/31/2019	07/31/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	35993589	07/31/2019	07/31/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER Ohio Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This document neither affirmatively nor negatively amends, extends, or alters the terms of or the coverage afforded by the policy referenced herein. (Added by direction of the Ohio Dept of Ins) Any additional insured or Waiver of Subrogation status for the certificate holder is signified by an "X" or "Y" in the second column in from the left by direction of the use of the most current form available and to maintain the agency compliance. Additional policy proof of status may be attached in lieu of Description of Operations wording. Blanket additional insured status requires a written contract.

CERTIFICATE HOLDER Louisville/Jefferson County, Metro Government 811 W. Jefferson Street Louisville KY 40202		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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HOLD HARMLESS AGREEMENT AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

5.1 HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, to the extent arising out of the Contractor's (or Contractor's Subcontractors, if any) negligent act, omission or willful misconduct in the performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

5.2 INSURANCE REQUIREMENTS

A. Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to Metro Government and approved by the Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Metro Government. Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

B. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

C. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
2. **WORKERS' COMPENSATION** (if applicable): insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY** - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.
3. **PROFESSIONAL LIABILITY** (Technology Errors and Omissions Liability) insurance policy, which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act, as well as a \$2,000,000 aggregate. In the event that the Contractor's policy is written on a "Claims Made" Form, the Contractor shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro Government's Risk Management Division.

E. MISCELLANEOUS

1. The Contractor shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall

include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).

2. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Procurement – Contracts Division
611 West Jefferson Street
Louisville, Kentucky 40202

3. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

4. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE:** Contractor shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro Government's Risk Management Division within two business days. If Contractor fails to notify Metro Government as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.
5. Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

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PREVIOUS AGREEMENT

MEMORANDUM

LOUISVILLE-JEFFERSON COUNTY
METRO GOVERNMENT

September 3, 2009

To: Craig Bowen, Director
Louisville and Jefferson County Purchasing

From: Ted Pullen, Director
Department of Public Works and Assets

Handwritten:
APJ
12/21/09
9-3-09

Re: Metro Traffic Signal System
"Sole Source" Request for Path Master, Inc.

The Louisville Jefferson County Metro Public Works and Assets Traffic Operations Division completed and formally accepted the software for the Traffic Signal Control system approximately seven years ago. The Advanced Traffic Management Software (ATMS) called Pyramids was designed and developed by AECOM Systems Integration Group (ASIG) now known as Econolite. Pyramids provides Louisville Metro with the necessary tools to more effectively manage our traffic signals which ultimately reduces travel times, vehicle operating costs, vehicle emissions and increases traffic safety.

Pyramids is a PC based traffic control system that was developed for use with variable traffic control units. One of the most important features is that the system was developed to be modular. Thus allowing Pyramids users to add additional "modules" that provide for more advanced features and controls. Econolite recently developed software that eliminates the need for out-dated proprietary equipment that is integral to the signal system's communications network.

Additionally, Econolite has recently developed the "next generation" ATMS called Centracs. This new centralized integrated platform will offered expanded capabilities for traffic signal control, Intelligent Transportation Systems (ITS) field device monitoring and control, information management and graphical data displays. This system will provide a more flexible platform for integration with new state-of-the-art traffic control equipment.

Louisville Metro currently has a license for only the base Pyramids system. The license has an annual renewal fee that includes support, maintenance and upgrades. The Traffic Operations staff recommends the procurement of additional modules, hardware and software from Econolite as required for an incremental upgrade path when additional funds become available. Pyramids has offered a stable, cost effective, workable platform and as such the continued use of this software is recommended.

Path Master Inc. is the sole source supplier for Econolite and Econolite products in the state of Kentucky. **We are therefore requesting that you establish Path Master, Inc. as a "sole source" for software upgrades, support, maintenance, modules and proprietary field equipment because of the unique hardware and firmware that only they can provide.** We have also attached a completed Contract Data Sheet. If you should have any questions or you need any additional information, please contact Pat Johnson at 574-3930. Thanks for your assistance.

Attachments

Cc: Patrick Johnson, P.E.

SOLE SOURCE DATA SHEET

___ New ___ XX ___ Renewal Sole Source #78 Date: ___ 5/26/09 ___

Contractor Information

1. Legal Name of Contractor: Address: Path Master Inc
2. Address: 1960 Midway Drive
3. City/State/Zip: Twinsburg, OH 44087
4. Contact Person Name & Telephone Number: Randall L. Van Scoy 330-425-4994
5. LeAP Supplier # _____ 2991 _____
6. Revenue Commission Taxpayer ID#:
7. If registration is not required please explain:
8. Federal Tax ID # (SSN if sole proprietor): 34-1233777

Department Information

Requesting Department: Metro Public Works & Assets

9. Contact Person Name & Telephone: Pat Johnson 502-574-3930

Contract Information

10. Scope & Purpose of the Sole Source: Established a contract with Path Master, Inc as a "sole source" for software upgrades, support, maintenance modules and proprietary field equipment because of the unique professional/proprietary software services, software, hardware and firmware that only they can provide.

11. Anticipated Yearly Purchase Amount: \$ 30,000.00

Attach all justification for this Sole Source Request to this form

12. Approval of Risk Management Carolyn Hagan Date: 6-4-09

Authorizations**Signature certifies that all requirements have been met.****This is the only source for the products / services listed above** Contractor is registered and in good standing with the Revenue Commission Human Relations Commission registration requirements have been metDepartment Director: *Bob Jones* Date: 5-28-09Purchasing: Approval of Sole Source Designation: *Craig H. Brown* Date: 9/10/09Sole Source Number 118 (assigned by Purchasing) Blanket PO #(if applicable) _____

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # SS# 78. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

X B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

_____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

B. K. J. [Signature] 5-28-09
Requesting Department Director Date

**Mayor Date

****Signature is required only for Written Finding A**



Solutions that Move the World™

Post Warranty Customer Support Agreement

This agreement is for PYRAMIDS™ post warranty technical customer support to be provided by Econolite Control Products, Inc. (ECONOLITE) to the Louisville Jefferson County Metro Government (AGENCY) as follows:

Products Covered

This agreement covers technical customer support of the base PYRAMIDS system software licensed to 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 PYRAMIDS system software license agreement.

Period of Coverage

One year from the date of commencement of this agreement. Thereafter the annual fee for technical customer support agreement may be renegotiated by the parties not less than 60 days prior to the expiration of the period of coverage.

Cost

\$28,500.00 plus cost of travel expenses per annum.

Coverage

Econolite will provide the following services during the term of this agreement:

1. Complimentary upgraded versions of the software.
2. Remote installation and technical support of the software.
3. Provision of telephone support as follows:

Times: 8:00am to 5:00pm (Mountain Standard Time)

Days: Monday to Friday except for holidays recognized by ECONOLITE

Telephone support number: 714.630.3700 or 800.225.6480

PYRAMIDS is a trademark of Econolite Control Products, Inc,

ECONOLITE

Solutions that Move the WorldSM

10. This upgrade may not support all the functionality of the previous version of the PYRAMIDS system. Prior to the upgrade, ECONOLITE will provide AGENCY 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 PYRAMIDS system without the prior approval of ECONOLITE.
12. This agreement specifically excludes damage to the PYRAMIDS system caused by the following: accident, unusual physical, electrical, electromechanical stress, neglect, misuse, and 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 PYRAMIDS system 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 that the PYRAMIDS system will perform provided that: (a) the PYRAMIDS system is used only with the Hardware 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 PYRAMIDS system 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 PYRAMIDS 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.

Louisville Jefferson County Metro Government :

ECONOLITE:


Signature


Signature

MANAGER TRAFFIC ENGINEERING
Title

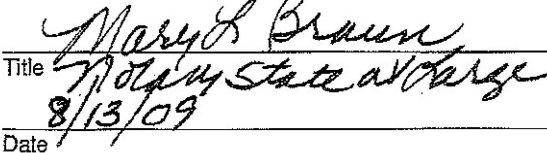
VICE PRESIDENT
Title

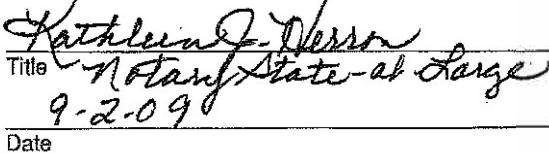
8-13-2009
Date

9-2-09
Date

ATTEST BY:

ATTEST BY:


Title
Notary State at Large
8/13/09
Date


Title
Notary State at Large
9-2-09
Date

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID ST PATHM-1	DATE (MM/DD/YYYY) 07/31/09
PRODUCER Dawson Insurance, Inc. 1340 Depot Street Cleveland OH 44116-1799 Phone: 440-333-9000 Fax: 440-356-2126	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Path Master, Inc. Randy Van Scoy 1960 Midway Dr. Twinsburg OH 44087	INSURERS AFFORDING COVERAGE INSURER A: Westfield Insurance INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L	LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BINDER	07/31/09	07/31/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BINDER	07/31/09	07/31/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP DED - \$1,000 COLL DED - \$1,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> RETENTION \$NIL	BINDER	07/31/09	07/31/10	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Property Section	BINDER	07/31/09	07/31/10	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is listed as additional insured per form CG2033 additional insured owners, lessees or contractors - automatic status when required in construction agreement -attached to the General Liability policy. CG2404A Blanket Waiver of Subrogation applies. * 10 Days notice of Cancellation for Non-Payment.

CERTIFICATE HOLDER Louisville/Jefferson County Metro Government - Finance & Administration Dept. Purchasing 611 W. Jefferson St- Mezzanine Louisville KY 40202	LOUIS-3	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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**HOLD HARMLESS AND INDEMNIFICATION CLAUSE,
AND INSURANCE REQUIREMENTS
FOR INDEPENDENT CONTRACTORS**

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

II. INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division). The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:
1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, and **\$2,000,000** aggregate including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
 2. **WORKERS' COMPENSATION** (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

IV. MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of Purchasing shall be furnished Certificates of Insurance prior to the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government Department of Purchasing at least 30 days prior to the expiration of any policy(s).
- B. Certificates of Insurance as required above shall be furnished, as called for:
- Louisville/Jefferson County Metro Government
Finance Department, Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202
- C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement

- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.