

CONTRACT DATA SHEET

PSC Type (check one): Renew New Addendum Sole Source: Yes No

Contractor Information	
1. Legal Name of Contractor:	<u>HUB PARKING TECHNOLOGY USA INC.</u>
2. Address:	<u>555 KEYSTONE DRIVE</u>
3. City, State, & Zip:	<u>WARRENDALE, PA 15086</u>
4. Contractor Contact Person:	<u>MARIA DUDLEY / Denny Russo</u>
5. Phone:	<u>(800) 468-2794 EXT 1083</u> Email: <u>MARIA.Dudley@HubParking.com</u>
6. Revenue Commission Taxpayer ID#:	_____
7. Federal Tax ID # (SSN if sole proprietor):	_____

Department Information	
8. Requesting Department:	<u>PARKING AUTHORITY OF RIVER CITY</u>
9. Contact Person Name & Telephone:	<u>TIFFANY SMITH (502) 574-4489</u>

Contract Information	
10. Not to exceed amount:	<u>\$ 300,000</u>
11. Are expenses reimbursed?	<u>NO</u>
12. If yes list allowable expenses and maximum amount reimbursable:	<u>N/A</u>
13. Beginning and ending date of the contract:	<u>07/01/2016 - 06/30/2017</u>
14. Funding Source	<u>PARC FUNDS</u> Federal Funds <u>yes</u> <input checked="" type="checkbox"/> <u>no</u>
15. Scope & Purpose of the contract:	<u>MAINTENANCE CONTRACT FOR PARKING CONTROL EQUIPMENT AND CAPITAL ADDITIONS FOR FY17</u>

Authorizations	
Department Director:	<u>[Signature]</u> Date: <u>6/3/16</u>
Purchasing Director:	<u>[Signature]</u> Date: <u>6/16/16</u>
County Attorney:	<u>[Signature]</u> Date: <u>8/5/16</u>
<i>The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the instrument itself only and as to its form.</i>	

For Purchasing Use Only	
Contractor is registered and in good standing with the Revenue Commission	<input checked="" type="checkbox"/>
Human Relations Commission requirements have been met	<input checked="" type="checkbox"/>
Insurance requirements have been satisfied	<input checked="" type="checkbox"/>
If federally funded, Federal Debarment standing has been verified	<u>N/A</u>

Attach all justification documentation to this form, along with signed Written Findings Form.



222 S. FIRST ST., SUITE 400 LOUISVILLE, KY 40202 (502) 574-3817 FAX (502) 574-4029
WWW.LOUISVILLEKY.GOV/PARC

Tiffany Smith
Director

June 7, 2016

MEMORANDUM

To: Joel Neaveill
Director, Purchasing

From: Tiffany Smith *TSmith*
Director, Parking Authority of River City

Re: HUB Parking Technology USA Inc. Sole Source Request

I hereby request that IIUB Parking Technology USA Inc. be designated as a Sole Source of revenue parking equipment and maintenance for the fiscal year 2017.

This vendor provides a specialized product or service which is limited in availability since it is the only licensed and authorized provider and servicer of the Parking Authority facilities' revenue equipment in the Eastern United States. Thus, the vendor is the only supplier within the geographic area which can meet the needs of the Parking Authority. As such, I believe that Sole Source status should be granted to this vendor. Please find the additional documentation attached as support for the "Sole Source" designation.

Thank you.

ts/jh



GREG FISCHER
MAYOR

**HUB PARKING TECHNOLOGY USA INC
MONTHLY MAINTENANCE AGREEMENT**

This Maintenance Agreement is dated as of **July 1, 2016** (this agreement, together with the attached Schedules and any amendments thereto, is referred to as this “**Agreement**”) and is by and between **HUB PARKING TECHNOLOGY USA INC.**, a Pennsylvania corporation, with an address at 555 Keystone Drive, Warrendale, PA 15086 (“**HUB**”) and the following customer (the “**Customer**”): **Coverage Period: July 1, 2016 to June 30, 2017**

Customer: Louisville/Jefferson County Metro Government, acting by and through its Parking Authority of River City

Address: 211 West Muhammad Ali Blvd
Louisville, KY 40202

RECITAL

HUB desires to provide, and Customer desires to accept, maintenance services relating to for the Parking products Customer purchased and/or licensed from HUB, terms are identified on Schedule A to this Agreement, (the “**Parking Products**”), upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Maintenance Services; Term of Agreement

In consideration of the Customer's payment of the [monthly] maintenance fee of: **See Addendum 1, attached, for schedule of monthly charges.** HUB agrees to provide the services outlined on Schedule A to this Agreement during the initial [monthly term] and any extension thereof. HUB will render its initial billing upon receipt of a signed copy of this Agreement. This Agreement will be automatically renewed for a successive [monthly] term upon HUB’s receipt of payment of fees in effect at the time of payment. Either party may cancel this agreement on thirty days prior written notice to the other party. Such payments are paid in advance for services to be rendered for the applicable term.

2. **Normal Service Coverage Period and HUB Response Time**

HUB agrees to provide the maintenance services described on Schedule A to this Agreement between the hours of 7:00 A.M. and 7:00 P.M. EST, Monday through Friday, excluding HUB holiday periods (hereafter "Service Coverage Period"). On-Line Help Desk Support is available during normal business hours 8:30 AM- 5:00 PM. For on-site maintenance required under this Agreement, HUB agrees to provide an average response time of two (2) business hours.

3. **Maintenance Charges**

In addition to the annual maintenance charges specified in this Agreement, if Customer requests maintenance services outside the scope of this Agreement, Customer agrees to pay the charges then in effect for such services.

4. **Payment**

Payment is due upon receipt of invoice for the initial and renewal coverage periods. HUB will render its initial and renewal billing upon receipt of a signed copy of this Agreement. Total Investment for One Year of Full Comprehensive Maintenance is **\$199,710.00**. If Customer does not pay the fees or charges associated with this Agreement, HUB may refuse to continue the services provided herein and may back charge the Customer for any labor or parts or any service whatsoever rendered in current good faith in anticipation of payment at the established rates. Customer agrees that such back charges may be added to a current service call on a C.O.D. basis. Customer also agrees that HUB may, at its option, provide service only on a C.O.D. per call basis. Customer agrees to pay all taxes levied or based on the service or other charges hereunder, including state and local sales taxes, and any taxes or amount in lieu thereof paid or payable by HUB exclusive of taxes based on net income.

5. **Addition of Equipment, Standard Software, or Custom Software**

Customer may request that Parking Products other than those specified on the schedules attached to this Agreement be added to this Agreement. If HUB agrees to any such addition, Customer agrees to pay the pro-rated charges for such addition, and any such addition shall be automatically renewed as provided in the Agreement.

6. **Maintenance Exclusions**

Maintenance service does not include repair of damages or replacement of spare parts resulting from:

- (a) Any cause external to the Parking Products including, but not limited to, electrical work, fire, flood, vandalism, water, wind, lightning and transportation, or any act of God;
- (b) Customer's failure to continually provide a suitable installation environment including, but not limited to, adequate electrical power; power must be provided by a dedicated line with a true earth ground; for safeguard against power surges and satisfactory product performance, product must have a surge suppressor; voltage must range between 108-125 volts A/C; potential between ground and neutral cannot exceed .5 volts A/C;

- (c) Customer's improper use, relocation, refinishing, management or supervision of the Parking Products or other failure to use the Parking Products in accordance with HUB specifications;
- (d) Customer's repair, attempted repair or modification of the Parking Products without prior authorization from HUB;
- (e) Customer's use of the Parking Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by HUB;
- (f) Any Parking Products not listed on Schedule A of this Agreement; and
- (g) Any repair to equipment or software caused by supplies not purchased from HUB.

Any maintenance necessary as a result of Section 6 (a) through (g) shall be a charge to Customer at the then applicable HUB Time and Materials rate.

7. Responsibilities of Customer

Customer agrees: (a) to provide HUB personnel with full, free and safe access to the Parking Products for purposes of maintenance, including use of data communication facilities, if required; (b) to maintain and operate the Parking Products in an environment and according to procedures which conform to HUB specifications; (c) not to allow maintenance or repair of the Parking Products by anyone other than HUB without prior authorization from HUB.

8. Default

HUB reserves the right to terminate or suspend maintenance service in the event Customer is in default under this or any other Agreement with HUB and such default is not corrected within thirty (30) business days after written notice. In addition, this Agreement will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

9. Warranty Exclusion

THE PARTIES AGREE THAT ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

10. Limitation of Liability

Except with respect to HUB's indemnification obligations set forth in Schedule A Section 1 of this agreement, Customer's sole remedy, and the sole liability of HUB, for any breach by HUB shall be repeat performance of any repair, replacement, or maintenance required under this Agreement.

IN NO EVENT WILL HUB BE LIABLE FOR (A) LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (B) DAMAGES CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS RESPONSIBILITIES. HUB agrees to be liable for personal injury caused solely by the negligence of its employees.

11. General

- (a) This Agreement shall be governed by Pennsylvania law.
- (b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
- (c) Neither party shall assign this Agreement without the prior written consent of the other nor any purported assignment, without such consent, shall be void; provided however, that HUB may assign this Agreement to its parent, affiliate or subsidiary without such written consent.
- (d) Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
- (e) All notices which must be given under this Agreement shall be in writing and sent postage pre-paid, to the HUB address on the front of the Agreement, to the attention of the Field Service Manager, or if to the Customer, to the billing address on the front of this Agreement.
- (f) This Agreement, together with all schedules and exhibits hereto, represents the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives or both parties
- (g) During and after the term of this Agreement, Customer shall not employ or utilize in any manner any service employee of HUB unless (i) such employee's employment by HUB has been terminated for at least two (2) years; (ii) HUB consents in writing; or (iii) Customer first pays to HUB an amount equal to three (3) times the highest annual salary paid to such employee.

12. PA-DSS COMPLIANCE

HUB's Responsibilities - HUB represents and warrants that PARC's Revenue Control Software version(s) listed on the PCI Security Standards web site (www.pcisecuritystandards.org) is in compliance with all applicable PA-DSS requirements as they exist on the date of certification posted on the web site. Certification will expire on the expiry date listed on the web site.

Customer's Responsibilities. Customer is responsible for developing and maintaining business practices to ensure that HUB Parking Products are used in accordance with the requirements specified by its business' Qualified Security Assessor. Customer is responsible for achieving and maintaining PCI-DSS validation relevant to its business. If the Customer is currently on a version of PARCs software which is not listed on the PCI Security Standards website as PA-DSS certified or a version which is scheduled for expiration, it is the sole responsibility of the Customer to make arrangements with HUB to implement a PA-DSS compliant version of

SYLIB01\2991382

the PARCs software. Any costs associated with upgrades to a PA-DSS compliant version of PARCS are not included with this Contract. **HUB DOES NOT WARRANT, AND SHALL HAVE NO RESPONSIBILITY FOR CUSTOMER'S MISUSE OF HUB SOFTWARE OR HARDWARE OR CUSTOMER'S FAILURE TO MAINTAIN PCI-DSS COMPLIANCE.**

13. Out of Pocket Expenses

- a. Customer shall not reimburse out of pocket expenses under this Agreement. "Out of pocket expenses" shall be defined as travel expenses incurred by HUB technicians dispatched to the work site such as airline travel, vehicle mileage, hotel, and meals.

14. Records Audit

- a. HUB 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 HUB's costs which are chargeable to Customer under this Agreement; and Customer 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 HUB shall include (without limitation): (a) payroll records accounting for total time distribution of HUB'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 HUB'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.

15. Reporting of Income

- a. The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Customer to report all amounts in excess of \$600.00 paid to non-corporate contractors. HUB agrees to furnish the Customer with its taxpayer identification number (TIN) prior to the effective date of this Agreement. HUB further agrees to provide such other information to the Customer as may be required by the IRS or the Kentucky Department of Revenue.

16. Conflicts of Interest

Pursuant to KRS 45A.455:

- a. (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.

17. Violations of and Compliance with Kentucky Law

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

18. Hold Harmless and Indemnification Clause and Insurance Requirements

Insurance coverage shall be required of HUB in accordance with Schedule A attached hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

AGREED AND ACCEPTED BY:

CUSTOMER:

HUB PARKING TECHNOLOGY USA INC

By: _____
Acceptance by (Type Name)

By: MARK PITCHFORD
Acceptance by (Type Name)

Signature



Signature

Title


COO

Title

Date

6/15/16

Date

By: Tiffany Smith


Signature

Director, PARC

Date: 8/29/16

**APPROVED AS TO FORM AND
LEGALITY CONTINGENT
UPON APPROVAL OF
OF THE APPROPRIATION FOR
THIS CONTRACT BY THE
METRO COUNCIL**



Michael J. O'Connell
Jefferson County Attorney

Date: 8/15/16

PARC - Contract (Sole Source) with HUB Parking Technology USA Inc fka CTR Systems Parking Inc Fiscal Year 2016-2017 (Final) 070716 [pr] 05/16/16

Schedule A

TERMS AND CONDITIONS APPLICABLE TO EQUIPMENT ONLY

1. Equipment Maintenance

During the Normal Service Coverage Period, HUB will provide maintenance to keep the Equipment in, or restore the Equipment to, good working order. Maintenance will include lubrication, adjustments and repair or replacement of parts deemed necessary by HUB. Maintenance parts, which will be new or reconditioned to perform as new, will be furnished on an exchanged basis, and the exchanged parts will become the property of HUB. Maintenance provided under this Agreement does not assure uninterrupted operation of the Equipment. If Customer requests that HUB perform maintenance outside the Service Coverage Period, any such emergency service will be provided, when available, at the HUB Time and Materials rates and terms then in effect.

Services include:

- (1) Telephone access during the Normal Service Coverage Period to a HUB Customer Support Center for problem reporting;
- (2) Scheduled preventative maintenance during the Normal Service Coverage Period based on the needs of the Equipment, as determined by HUB;
- (3) Remedial maintenance performed on site during the Normal Service Coverage Period following telephone notification by Customer to a HUB Customer Support Center that the Equipment is inoperative;
- (4) Alterations required by Engineering Change Notices which HUB determines are applicable to the Equipment, if installed during the Normal Service Coverage Period; and
- (5) Like for like equipment replacement providing HUB deems equipment Un-repairable and all supplies used in the equipment were purchased from HUB.
- (6) During the Maintenance Service Period, the following services shall be provided:
 1. Company shall not provide any service relating to power lines, fiber Optic cabling, and/or phone lines, except that Company shall troubleshoot problems and notify LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, ACTING BY AND THROUGH ITS PARKING AUTHORITY OF RIVER CITY of said problems in accordance with LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, ACTING BY AND THROUGH ITS PARKING AUTHORITY OF RIVER CITY directed procedures. Company shall not be responsible to fix, remedy, and/or resolve any and all phone line, power line, and fiber optic cabling problems.

2. After being trained by HUB Parking Solutions, LLC LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, ACTING BY AND THROUGH ITS PARKING AUTHORITY OF RIVER CITY shall provide
Maintenance Services regarding the items listed above.
Maintenance Services shall include repairing or replacing
Component parts of Lane Hardware above due to a failure
Or malfunction of the component of the Lane Hardware in the
Ordinary course of performing Maintenance Services,
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, ACTING
BY AND THROUGH ITS PARKING AUTHORITY OF RIVER CITY
Shall notify (“Notice”) Company’s dispatcher to cure the
Failure or malfunction of the component of the Lane Hardware
Within two (2) hours after Company’s dispatcher receives Notice, Company
shall send an individual on-site to provide Maintenance Services.

If LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, ACTING BY AND THROUGH ITS PARKING AUTHORITY OF RIVER CITY and Company in good faith determine that defective and/or Damaged component was caused by LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, ACTING BY AND THROUGH ITS PARKING AUTHORITY OF RIVER CITY in conjunction with Performing Maintenance Services, then LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, ACTING BY AND THROUGH ITS PARKING AUTHORITY OF RIVER CITY shall pay Company The labor rates to repair and/or cure said defective and/or damaged Component.
If, however, LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, ACTING BY AND THROUGH ITS PARKING AUTHORITY OF RIVER CITY and the Company in good faith determine that LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, ACTING BY AND THROUGH ITS PARKING AUTHORITY OF RIVER CITY did not cause the defective and/or damaged component, Company will then perform the Maintenance Services at no additional charge beyond the Annual Fee and any charges for non-covered service hours. Company, however, is not obligated to perform the Maintenance Services until it is decided whether or not LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, ACTING BY AND THROUGH ITS PARKING AUTHORITY OF RIVER CITY caused the defective and/or damaged component.

A logbook shall be maintained for any and all Maintenance Services Performed by LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, ACTING BY AND THROUGH ITS PARKING AUTHORITY OF RIVER CITY and/or Company on the Lane Hardware Identified above. LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, ACTING BY AND THROUGH ITS PARKING AUTHORITY OF RIVER CITY shall maintain the logbook and shall provide The Company with access to the logbook at the time Company performs Maintenance Services. The logbook shall contain the following information:

(1) the date the Maintenance Services were performed; (2) the time the Maintenance Services were performed; (3) the identity of the individual that performed the Maintenance Services; (4) the identity and serial number of the component of the Lane Hardware that relates to the Maintenance Services performed by LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, ACTING BY AND THROUGH ITS PARKING AUTHORITY OF RIVER CITY and/or Company; (5) a description of the defective or damaged component of the Lane Hardware, and (6) a description of the Maintenance Services performed on the Component of the Lane Hardware, including, but not limited to, a Description regarding how the damaged and/or defective component was cured

3. Company shall provide Preventive Maintenance Services regarding the items listed in the equipment list above.
- “Preventive Maintenance Services” shall mean the services required to maintain the Lane Hardware in a condition ready for its ordinary use, which shall include periodic inspection, cleaning, lubrication, and tuning of the Lane Hardware in accordance with the manufacturer’s written instructions. In order for the Company to satisfy its obligation to provide Preventive Maintenance Services, the Company is required to do the following:
- a. Once per month for gates and once per quarter for count stations, Company shall conduct a visual inspection for failed components and a visual inspection for misadjusted components and/or failures.
 - b. Once per month for cashier stations and for entry stations, Company shall do the following:
 - (i) for UCD: clean belts, check belt adjustment, clean mag head, check and document power supply voltages on UCD, and clean photo sensors.
 - (ii) UCD feeder and escrow: clean rollers, check for bent guide fingers, and check for proper ticket bursting.
 - (iii) for CPU: check and document voltage.
 - (iv) for Dust Filter: clean or replace, check power supply cooling fan operation, and check for heater operation.
 - (v) for Cabinet: clean all dust and debris from inside the cabinet, and clean dirt finger prints and marks from exterior of the cabinet.
 - (vi) final inspection: test tickets using hand held programmer and observe five (5) vehicles pass without problem

TERMS AND CONDITIONS APPLICABLE TO STANDARD SOFTWARE ONLY

1. Standard Software Maintenance

During the Normal Service Coverage Period, HUB shall provide:

- (a) Remote diagnostic technical assistance through the Help Desk facility to resolve Standard Software functional problems and user problems;
- (b) Forty hours of Help Desk service calls;
- (c) Forty hours of remote programming annually;
- (d) Standard Software revisions, provided remotely through the Help Desk facility;
- (e) Standard Software version upgrades and enhancements, if within the same or a like operating system and employee capacity as the Software originally covered under this Agreement. Customer agrees to pay for labor charges required to install such version upgrades and enhancements at a 20% discount of HUB's established labor rates if customer requests on-site installation;
- (f) Additional retraining at a 25% discount on HUB's established rates. Such retraining will be held at the nearest HUB Customer Support Center; and
- (g) A 5% discount on new software purchases.

2. Standard Software Exclusions

Any Standard Software maintenance beyond that described in Section 1 (a) through (e) above shall be charged to the Customer at the then applicable HUB Time and Materials rate.

In addition to the exclusions specified in Section 6 of this Agreement, Standard Software maintenance excludes:

- (a) Services required for application programs and conversions from products or software not supplied by HUB; and
- (b) Service for HUB Custom Software

TERMS AND CONDITIONS APPLICABLE TO CUSTOM SOFTWARE ONLY

1. Custom Software Maintenance

For the term of this Agreement, HUB agrees to:

- (a) During the Normal Service Coverage Period, extend the Limited Warranty provided under the Custom Software License Agreement.
- (b) Retain, for HUB's own internal use only, the source code for the Custom Software; and
- (c) Give Customer a twenty-five percent (25%) discount on additional Custom Software services required because of changes in versions of HUB Standard Software which renders the Custom Software obsolete.

Any documentation provided to Customer relating to the Custom Software is the confidential and proprietary information of HUB and shall not be transferred, reproduced or disclosed to any third party without the prior written consent of HUB, unless Customer is required to disclose this information pursuant to the Kentucky Open Records Act, KRS 61.870, *et. seq.*.

ADDENDUM 1

July 2016 thru													Plus PCI Compliant Credit		
June 2017	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	12 month total	Card Certified Services	New yearly total
Brown	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$10,800	\$540.00	\$11,340.00
Sixth St	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400	\$720.00	\$15,120.00
Seelbach	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$11,400	\$570.00	\$11,970.00
8th & Main	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400	\$720.00	\$15,120.00
First & Main	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400	\$720.00	\$15,120.00
Riverfront	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$10,800	\$540.00	\$11,340.00
Fifth	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400	\$720.00	\$15,120.00
KCA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	\$0.00
Wharf	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400	\$120.00	\$2,520.00
Louisville Gardens	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400	\$720.00	\$15,120.00
Muhammad Ali	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$12,600	\$630.00	\$13,230.00
Market St	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400	\$720.00	\$15,120.00
Jefferson	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400	\$720.00	\$15,120.00
Arena	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400	\$720.00	\$15,120.00
Glassworks Clay Commons	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400	\$720.00	\$15,120.00
	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$12,600	\$630.00	\$13,230.00
Totals	\$15,850	\$15,850	\$15,850	\$15,850	\$15,850	\$15,850	\$15,850	\$15,850	\$15,850	\$15,850	\$15,850	\$15,850	\$190,200	\$9,510.00	
Monthly Totalsw/PCI	16,642.50	16,642.50	16,642.50	16,642.50	16,642.50	16,642.50	16,642.50	16,642.50	16,642.50	16,642.50	16,642.50	16,642.50			\$199,710.00

SCHEDULE A

HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The HUB 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 HUB's (or HUB'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, or negligent acts, errors or omissions and (2) not caused by the negligent act or omission 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.

HUB shall defend or settle any suit or proceeding against Louisville/Jefferson County Metro Government based on any such claim or action provided that:

- (i) HUB is promptly notified in writing of the claim or action when Louisville/Jefferson County Metro Government obtains knowledge of such claim or action, and
- (ii) In the event of litigation, HUB is given complete authority (in consultation with Customer) and information required for the negotiation, settlement, or defense of same and
- (iii) Indicating that in the event of such claim /settlement, the final release obtained by HUB would also include releasing Louisville/Jefferson County Metro Government from any future settlement with regard to such claim.

II. INSURANCE REQUIREMENTS

Prior to commencing work, HUB 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. HUB 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 **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. Contractor shall not allow any subcontractors to commence work until the insurance required of such subcontractors has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting HUB's indemnification requirements, it is agreed that HUB 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 (Metro). Metro may require Contractor to supply proof of subcontractors insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

- A. The following clause shall be added to HUB'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 and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, 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. HUB shall purchase and maintain at their own expense a **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that HUB's policy is written on a "Claims Made" Form, HUB 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 HUB has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
 4. **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 "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

IV. **MISCELLANEOUS**

- A. HUB shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon 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 Purchasing Division before the expiration date.
- B. Certificates of Insurance as required above shall be furnished to:

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

- C. HUB agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, HUB 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 HUB 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 HUB.

Schedule A Equipment List

Arena

QTY	DESCRIPTION
1	XR PAY ON FOOT
1	ORION CASHIER STATION W/DISPLAY & PRINTER
1	TOUCHSCREEN PAY IN LANE
2	TOUCHSCREEN ENTRY STATION
6	MIB-30 GATES
1	DIGI
1	SCP
6	MR-50
6	MINI PROX READERS
1	VALIMATE
5	ET-870 COMMEND
5	ET-901D COMMEND
1	EC-8
3	FULL SIGN
2	400C TALK-A-PHONE
1	Moxa Port Server

Brown

QTY	DESCRIPTION
1	P900 CASHIER STATION W/DISPLAY & PRINTER
1	ORION COUNT STATION
3	P900 ENTRY STATION
1	P900 VALET EXIT STATION
6	GATES
1	VALIMATE
2	DIGI
1	SCP
6	MR-50
5	PROXPRO READER
1	PROX PRO II READER
1	AIPHONE COMMAND STATION
1	AIPHONE LAF3A STATION
4	AIPHONE ENTRY STATION
1	AIPHONE EXIT STATION
1	ES831A COMMEND
1	ET901D COMMEND

Schedule A Equipment List “Continued”

Clay Commons

QTY	DESCRIPTION
1	XR PAY ON FOOT
1	TOUCHSCREEN PAY IN LANE
1	TOUCHSCREEN ENTRY STATION
2	MIB-30 GATES
1	DIGI
1	SCP
2	MR-50
1	MINI PROX READER
1	PROX PRO II
2	Valimates
3	ET-870 COMMEND
3	ET-901D COMMEND
1	FULL SIGN
1	12X18 LN DIRECTION SIGN

Eighth & Main

QTY	DESCRIPTION
2	XR PAY IN LANE
1	P900 CASHIER STATION W/DISPLAY & PRINTER
1	P900 ENTRY STATION
5	GATES
1	DIGI
1	SCP
5	MR-50
4	MAX PROX READER
1	PROX PRO W/READER
4	ET-870 COMMEND
4	ET-901D COMMEND
1	ORION ENTRY STATION
1	Moxa Port Server

Schedule A Equipment List “Continued”

Fifth Street

QTY	DESCRIPTION
2	XR PAY IN LANE
2	XR ENTRY STATION
4	MIB-30 GATES
1	DIGI
1	SCP
4	MR-50
2	MINI PROX READERS
2	PROX PRO READERS
4	ET-870 COMMEND
4	ET-901D COMMEND
1	FULL SIGN
1	LED 12X12 R/G LN CNTROL X/ARROW

First & Main

QTY	DESCRIPTION
1	XR PAY ON FOOT
1	XR PAY IN LANE
1	ORION CASHIER STATION W/DISPLAY & PRINTER
2	ORION ENTRY STATION
7	MIB-30 GATES
2	DIGI
1	SCP
7	MR-50
6	PROXPRO READERS
3	ES831A COMMEND
5	ET-870 COMMEND
8	ET-901D COMMEND
1	FULL SIGN
1	PROXPRO MINI READER
1	XR EXIT STATION
2	Valimates

Schedule A Equipment List “Continued”

Glassworks

QTY	DESCRIPTION
1	XR PAY ON FOOT
1	XR PAY IN LANE
1	XR EXIT STATION
2	XR ENTRY STATION
6	MIB-30 GATES
1	Moxa port server
1	SCP
6	MR-50
5	MINI PROX READERS
1	PROX PRO II
2	ES831A COMMEND
5	ET-870 COMMEND
7	ET-901D COMMEND
2	FULL SIGN
2	LED 12X12 R/G LN CNTRL X/ARROW
2	Valimates

Jefferson

QTY	DESCRIPTION
1	XR PAY ON FOOT
1	XR EXIT STATION
2	XR ENTRY STATION
7	MIB 30 GATES
1	SCP
7	MR-50
7	MINI PROX READERS
3	ES831A COMMEND
5	ET-870 COMMEND
8	ET-901 COMMEND
2	DIGI PORT SERVER
1	FULL SIGN
4	LED 12X12 R/G LN CONTROL X/ARROW
1	XR PAY IN LANE

Schedule A Equipment List “Continued”

Louisville Garden

QTY	DESCRIPTION
3	XR ENTRY STATION
2	ZEAG TOUCHSCREEN PAY-IN-LANE STATION
6	MIB-30 GATES
2	DIGI PORT SERVER
1	SCP
6	MR-50
6	PROX PRO READERS
1	ES831A COMMEND
5	ET-870 COMMEND
6	ET-901D COMMEND

Market St

QTY	DESCRIPTION
2	ZEAG TOUCHSCREEN PAY IN LANE
1	ZEAG TOUCHSCREEN ENTRY STATION
3	MIB-30 GATES
2	DIGI
1	SCP
3	MR-50
3	PROXPRO MINI READER
3	Commend ET901D
3	Commend ET870A
1	FULL SIGN
1	XR PAY ON FOOT

Schedule A Equipment List “Continued”

Muhammad Ali

QTY	DESCRIPTION
1	XR PAY IN LANE
1	ORION CASHIER STATION W/DISPLAY & PRINTER
3	ORION ENTRY STATION
7	MIB-30 GATES
1	Moxa port server
1	SCP
7	MR-50
4	PROXPRO READER
1	PROXPRO W/KEYPAD READER
1	PROX PRO II READER
1	PROXPRO MINI READER
5	ET-870 COMMEND
7	ET-901D COMMEND
2	LED 12X12 R/G LN CNTRL X/ARROW
1	XR EXIT STATION
2	ES831A Commend Station

Riverfront

QTY	DESCRIPTION
4	P900 CASHIER STATION W/DISPLAY & PRINTER
7	P900 ENTRY STATION
1	ORION COUNT STATION
13	GATES
5	DIGI
1	SCP
10	MR-50
10	PROXPRO READER
1	VALIMATE
2	AIPHONE COMMAND STATION
7	AIPHONE ENTRY STATION
4	AIPHONE EXIT STATION

Schedule A Equipment List “Continued”

Seelbach

QTY	DESCRIPTION
1	P900 CASHIER STATION W/DISPLAY & PRINTER
1	ORION COUNT STATION
2	ORION ENTRY STATION
1	ORION VALET EXIT STATION
2	VALIMATES
6	GATES
2	MIB-30 GATES
2	DIGI
1	SCP
8	MR-50
6	PROXPRO READER
1	MINI PROX READER
1	PROX PRO II READER
1	AIPHONE COMMAND STATION
2	AIPHONE ENTRY STATION
4	AIPHONE EXIT STATION
2	Commend ET901D
1	Commend ET870A
1	Commend ES831A
1	Embassy Suites Valimate

120 South Sixth Street

QTY	DESCRIPTION
2	XR Pay In Lane
1	ORION COUNT STATION
3	XR ENTRY STATION
7	GATES
2	DIGI
1	SCP
7	MR-50
4	PROXPRO READER
7	Commend ET901D
5	Commend ET870A
3	PROXPRO MINI READER
2	Commend ES831

Schedule A Equipment List “Continued”

Wharf

QTY	DESCRIPTION
2	GATES
1	PUSH CONTROL UNIT
1	FULL SIGN
1	ORION CASHIER STATION W/DISPLAY & PRINTER
2	MR-50
2	PROXPRO READER
1	DIGI

PARC Office

QTY	DESCRIPTION
2	ORION CASHIER STATION W/DISPLAY
2	DIGI
4	EE811AS COMMEND HANDSET
1	GE800 COMMEND INTERCOM SERVER

QTY	DESCRIPTION
1	WEB PARC/S NORTH GARAGE 6.2.0.14 – SOUTH GARAGE 5.2.8
1	NETEPAY V4.0
1	ADAPT V3.4.0
1	PARIS
1	PCI COMPLIANT SERVICES FOR WEB PARC/S CREDIT CARD FUNCTIONALITY

