

SYSTEM SUPPLY AGREEMENT

THIS SYSTEM SUPPLY AGREEMENT (this "Agreement") is made and entered into by and between the City of Clearwater, Florida, with its principal address at Municipal Services Building, Suite #220, 100 S. Myrtle Avenue, Clearwater, Florida 33756-5520 (hereinafter referred to as "Agency"), and Econolite Systems, Inc., a California corporation located at 1250 N. Tustin Avenue, Anaheim, California 92807 (hereinafter referred to as "Econolite Systems").

I. RECITALS

- A.** Econolite Systems, and its affiliate, Econolite Control Products, Inc. (collectively referred to as "Econolite"), develop, manufacture, supply, install and integrate traffic control equipment, advanced and intelligent traffic management systems, and communications networks.
- B.** Econolite Systems, alone and in partnership with others, has developed proprietary software systems, including the communication and advanced traffic control system registered as "Centracs®".
- C.** Agency desires to employ Econolite Systems to furnish, integrate and test hardware and software systems to provide a fully operational Centracs® advanced traffic management system.

AGREEMENT

NOW, THEREFORE, the Parties hereto agree as follows:

II. SCOPE OF WORK

Econolite Systems and Agency, for the mutual consideration hereinafter set forth, agree that the services shall conform to Exhibit A Econolite Systems proposal dated April 14, 2023, attached and incorporated herein by reference, except where modified by this Agreement.

In this scope of work, Econolite Systems shall deliver the following materials and services on or before the delivery dates agreed to during the project kickoff meeting.

Deliverables Section

- Centracs ATMS, licensed for 74 intersections.
- Centracs Synchro Interface Module.
- Centracs MMS Module, licensed for 74 locations.
- Centracs Server-to-Server license and 1 connection license for Agency.
- Centracs Server-to-Server license and 1 connection license for Pinellas County.
- Installation and configuration of Centracs software.
- Intersection controller database conversion, graphics, and integration for up to 74 intersections.
- Centracs MMS Software installation and deployment planning support.
- 1-day of classroom training, plus ad hoc training during integration.
- 1-day acceptance test.
- Standard system documentation.

- 1-year warranty from the date of Centracs acceptance.
- 1-year Premium Software Maintenance Agreement from conclusion of warranty period.
- Supply of computer hardware and networking equipment as detailed in Exhibit A.
- Installation and configuration of computer hardware and networking equipment as detailed in Exhibit A.

TOTAL AGREEMENT PRICE: \$500,750.00

III. DELIVERY SCHEDULE

Econolite Systems shall provide the Centracs® system and deliverables in accordance with the milestone schedule defined and agreed to during the project kickoff meeting with Agency.

IV. PAYMENT TERMS

The materials and services listed under Section II above establish invoicing and payment milestones under this Agreement. Payment for all invoices shall occur within thirty (30) days. All computer equipment will be shipped F.O.B. Anaheim, California. All cabinets, controllers and field components will be shipped F.O.B. Anaheim, California

Econolite Systems shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to causes which are unavoidable or beyond its reasonable control, acts of God, acts of Agency, acts of civil or military authority, fires, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation, or inability on account of causes beyond its reasonable control to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. If the delay is due to causes other than attributable to Agency, and is such that the delivery of services voids the essential period for this contract, Agency may cancel this contract upon thirty (30) days written notice.

This Agreement is made subject to any federal, state or local allocations, priorities, restrictions or regulations now or hereafter in effect; or allocations imposed upon Econolite Systems by Econolite Systems’ suppliers or for delays caused by failure of its supplier to deliver parts to Econolite Systems.

The compensation set forth in this paragraph shall be the total compensation for hardware, software and services provided by Econolite Systems under this Agreement, including all out of pocket expenses incurred. Payment shall be made per the following milestones:

ITEM #	Item Description	Payment				TOTAL
		Procurement	Integration	Testing	Completion	
1	Licensing, Integration, Testing, and Training		\$143,395.00	\$25,305.00		\$168,700.00
2	Centracs MMS Module		\$46,520.50	\$8,209.50		\$54,730.00
3	Centracs S2S Modules		\$39,618.50	\$6,991.50		\$46,610.00
4	Computer Hardware	\$34,490.00				\$34,490.00
5	Cellular Modems	\$75,480.00	\$60,384.00	\$15,096.00		\$150,960.00
6	Central Communications Equipment	\$16,500.00	\$3,480.00			\$19,980.00
7	Centracs Software Maintenance Agreement				\$25,280.00	\$25,280.00
Total Payment						\$500,750.00

V. PAYMENTS EARNED

Agency acknowledges that the rights of Econolite Systems in and to the consideration payable by Agency under Section II are absolute and unconditional upon completion of the discrete tasks set forth in said section of this Agreement, notwithstanding that the payment dates may be set at a time later in the future than the performance date.

In the event of default by Agency and Agency failing to cure such default within thirty (30) days from receiving Econolite Systems' written notice of Agency default, Econolite Systems shall be entitled, at its option, to upon written notice to Agency, declare all unpaid payments, plus all other amounts payable by Agency, hereunder, to be immediately due and payable, plus accrued interest equivalent to 1.5% per month, compounded monthly. The remedies referred to or set forth herein shall be cumulative and any single or partial exercise of any remedy shall not preclude any other or further exercise thereof or of any other remedy.

VI. SALES AND SIMILAR TAXES

Econolite Systems' price does not include sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, or other tax or government-imposed fee or tariff applicable to the sale or use of the equipment hereunder shall be paid by Agency, or in lieu thereof Agency shall provide Econolite Systems with a tax exemption certificate acceptable to taxing authorities.

VII. CANCELLATION AND "HOLD" CHARGES

Agency may cancel, place a "stop notice" or delay the completion of performance of Econolite Systems upon 30 days written notice in advance to Econolite Systems. In the event of any such action, Agency shall make payment to Econolite Systems of reasonable and proper cancellation charges, and/or appropriate costs associated with the delay and/or "holds". In addition to the purchase price as agreed upon herein, Agency agrees to make payments to Econolite Systems for labor and materials expended (including overhead and G & A costs) directly attributable to the delays, "holds" or cancellation caused by Agency. Agency may cancel this order, if after written notice to Econolite Systems and thirty (30) days to cure, Econolite Systems fails to fulfill in a timely manner its obligations under this agreement.

VIII. WARRANTY

Econolite Systems warrants to Agency that all software and equipment to be delivered hereunder will be free from defects in material or workmanship and will be of the kind and quality designated or specified by Econolite Systems herein. This warranty shall apply only to defects appearing within one year from the date of shipment by Econolite Systems for Econolite system software and controller software and two years from the date of shipment by Econolite Systems for hardware products manufactured by Econolite. All other equipment not manufactured by Econolite carries the manufacturer's standard warranty. If Econolite Systems installs the Econolite manufactured equipment, software or supplies technical directions of installation by contract, the warranty period shall run from the completion of installation, provided same is not unreasonably delayed by Agency.

If the Econolite manufactured equipment delivered hereunder does not meet the above warranty, and if Agency promptly notifies Econolite Systems in writing, Econolite Systems shall thereupon correct any defect, including non-conformance with the specifications, either (at its option) by repairing any defective or damaged parts of the equipment, or by making available at Econolite's plant necessary replacement parts.

Agency will return the defective product to Econolite Systems, at Agency's expense. Econolite Systems, in coordination with Econolite, shall repair or replace the defective item and return it to Agency at Econolite Systems' expense.

The liability of Econolite Systems under this warranty, or for any loss or damage to the equipment whether the claim is based on contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein

provided and, upon the expiration of the warranty period, all such liability shall terminate. The foregoing shall constitute the exclusive remedy of Agency and the exclusive liability of Econolite Systems.

The foregoing warranty is exclusive and in lieu of all other warranties whether written, oral, implied or statutory. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY. Econolite Systems does not warrant the equipment of any other manufacturer designated by Agency. Econolite Systems shall supply to Agency, in a timely manner, any Econolite software revisions of the standard software modules to correct “bugs” or deficiencies, which would appear within one (1) year from the date of final acceptance of the standard advanced traffic management system.

IX. REPRESENTATIONS

Non-infringement - Econolite Systems represents that to the best of its knowledge the technology embodied in the products sold herein does not infringe upon a United States patent or United States copyright in effect as of the Effective Date.

Authority - Each Party represents as follows: (a) that it has full power and authority to execute, deliver and perform its obligations under this Agreement; (b) that there are no actions, proceedings or investigations pending or, to the best of each Party’s knowledge, threatened against such Party which may in any manner whatsoever materially affect the enforceability of this Agreement or the rights, duties and obligations of the Parties hereunder; and (c) that the execution, delivery and performance of this Agreement will not constitute a breach or default under any agreement, law or court order under which such Party is a party to or may be bound or affected by or which may affect the rights, duties and obligations hereunder.

No Other Representations - Each Party acknowledges and agrees that it is relying on no representation of the other Party except as expressly set forth herein.

X. LIMITATION OF LIABILITY

Except for negligence and/or intentional acts, Econolite Systems’ liability on any claim for loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any software and equipment covered by or furnished under this contract shall be limited to the Agreement total price or actual direct damages, whichever is less. Econolite Systems’ liability extends only to products provided and services performed during the period in which an active warranty or support agreement is in effect. In no event shall Econolite Systems be liable at any time for special or consequential damages including but not limited to loss of profits or revenue, loss of data, loss of use of the equipment, or any associated equipment, cost of capital, downtime costs, or claims of Agency for such damages.

Econolite Systems will not be liable for any claims or back charges on behalf of the Agency arising out of this contract unless they are made in a reasonable time and supported in writing within thirty (30) days from the date on which the Agency becomes aware of same, giving full details, including costs incurred, if any. Claims not presented within such time limit shall be deemed to have been waived by the Agency. Econolite Systems will be given reasonable opportunity and access to investigate the merits of such claims or back charges and its liability limited as above.

XI. INDEMNIFICATION

Notwithstanding the limitations on liability imposed under Section X, “Limitation of Liability” hereof, Econolite Systems shall indemnify, defend and hold harmless Agency, and its officers, agents and employees, or any of them from any and all suits, liability, reasonable attorneys’ fees and costs of litigation damages to the extent arising out of any negligent or intentional act, error or omission of Econolite Systems, its officers, agents, employees, or any of them relating to or

arising out of the performance of this Agreement; except to the extent those actions, claims, liabilities, obligations, judgments, expenses or damages arising out any negligent or intentional act, error or omission of the Agency, and its officers, agents and employees.

If a final judgment is rendered against the Agency, its officers, agents, employees and/or any of them, or jointly against Agency and Econolite Systems and their respective officers, agents and employees, or any of them, Econolite Systems shall satisfy the same to the extent that such judgment was due to Econolite Systems' negligent acts or omissions.

XII. LICENSES

Econolite Systems will provide Agency, for exclusive use by Agency, a fully paid non-exclusive, non-transferable product software license for the Centracs® products and their specific licensing limits set forth under Section II (Scope of Work). Agency shall be entitled to:

- a) Use the licensed programs but only in machine-readable form on licensed computers.
- b) Use the support material supplied but only as required to support the use of the licensed programs.
- c) Make only as many backup copies of the licensed programs in machine readable form as required to support the use of the licensed programs on each computer. All backup copies must include the copyright notice in the original form as it appears on the licensed programs.

Agency may not copy, modify, adapt, merge, disassemble, decompile or distribute the software, its documentation or create derivative works based upon the software. None of the support material in human readable form included with the licensed programs may be copied in any way. Agency may print any screen the software will allow; however, no copyright notices may be removed from the printing.

The licensed programs and support material included with this Agreement are confidential information that is the property of Econolite Systems. The licensed programs, program concepts or any of the support materials shall not be made available to any other party or organization without the written consent of Econolite Systems.

Title to all intellectual property rights including patent, trademark, copyright and trade secret rights and title to all ownership rights and all copies of and all media bearing the licensed programs, support materials and program concept shall remain in Econolite Systems.

XIII. DATA RIGHTS

Agency shall retain ownership and associated rights of traffic data generated by the system provided under this Agreement (the "data"). Agency may not sell or transfer the data to any private entities for purposes not directly related to Agency activities without the prior written consent of Econolite Systems. In furtherance of Econolite Systems' commitment to the advancement of future system-based technologies and the betterment of the nation's traffic management planning, Agency shall provide use of the data to Econolite Systems at Econolite Systems' request. Econolite Systems shall notify Agency prior to transfer of the data to private entities.

XIV. CONFIDENTIAL INFORMATION

Confidential Information - In the performance of this Agreement or in contemplation thereof, the Parties and their respective employees and agents may have access to private or confidential information owned or controlled by the other Party and such information may contain proprietary details and disclosures. All information and data identified in writing as proprietary or confidential by either Party ("Confidential Information") and so acquired by the other Party or its employees or agents under this Agreement or in contemplation thereof shall be and shall remain the disclosing Party's

exclusive property. The recipient shall use all reasonable efforts (which in any event shall not be less than the efforts the recipient takes to ensure the confidentiality of its own proprietary and other confidential information) to keep, and have its employees and agents keep, any and all “Confidential Information” confidential, and shall not copy, publish or disclose it to others, nor authorize its employees, agents or anyone else to copy or disclose it to others without the disclosing Party’s written approval; nor shall the recipient make use of the “Confidential Information” except for the purposes of executing its obligations hereunder, and (except as provided for herein) shall return the Confidential Information and data to the first Party at its request. Agency’s duty to maintain confidentiality as described hereunder shall be subject to the laws of the State of Florida.

Excluded Information - The foregoing conditions will not apply to information or data which is, or which becomes generally known to the public by publication or by any means other than a breach of duty on the part of the recipient hereunder, is information previously known to the recipient, is information independently developed by or for the recipient or is information generally released by the owning Party without restriction.

Right to Injunctive Relief - Because of the unique nature of the Confidential Information, the Parties agree that each Party may suffer irreparable harm in the event that the other Party fails to comply with any of its obligations under this Article, and that monetary damages may be inadequate to compensate either Party for such breach. Accordingly, the Parties agree that either Party will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce the terms of this Article.

XV. SOFTWARE UPDATES & NEW FEATURES

Software updates for the basic product system are included in the annual system update or through scheduled software releases during the warranty period or active system support agreement period. Additional modules to the basic product system may be made available to Agency from time to time. Upon delivery to Agency, the additional modules will become part of the proprietary software systems and will be subject to the provisions of this Agreement.

XVI. COMPLIANCE WITH ALL LAWS

Econolite Systems shall, at its sole expense, comply with all of the requirements of County, State and Federal laws now in force pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all ordinances, statutes, rules or regulations now in force.

XVII. INDEPENDENT CONTRACTOR

This Agreement calls for the performance of services of Econolite Systems as an independent contractor. Econolite Systems is not an agent or employee of Agency for any purpose and is not entitled to any of the benefits provided by Agency to its employees. This Agreement shall not be construed as forming a partnership or any other association with Econolite Systems other than that of an independent contractor.

XVIII. INSURANCE AND BONDS

Econolite Systems shall maintain for the duration of this contract the following types of insurance:

- a) Automobile liability insurance (minimum \$2.5 Million)
- b) Commercial general liability insurance (minimum \$2.5 Million)
- c) Worker’s compensation insurance (per state requirement)
- d) Product Liability Insurance (minimum \$2.5 Million)

The insurance required hereunder shall be primary and maintained until all work required and all material to be supplied under the terms of this Agreement is satisfactorily completed as evidenced in writing by an authorized representative of Agency.

XIX. ADVERTISING

Econolite Systems may include Agency in its list of *Centracs*[®] customers in any advertising or publicity materials.

XX. EXECUTION

This Agreement is effective upon execution. It is the product of negotiation and all Parties are equally responsible for the authorship of this Agreement.

XXI. NOTICES

The notices relative to this Agreement shall be given in writing and shall be personally served, sent by registered mail or email with confirmation by addressee that it was received. The Parties shall be addressed as follows, or at any other address designated by notice:

Econolite Systems, Inc.: Econolite Systems, Inc.
1250 N. Tustin Ave, Anaheim, CA 92807
Attention: Mark Case
Title: Regional Vice President
Phone: 657-274-4036
Email: mcase@econolite.com

Agency: City of Clearwater, Florida
Municipal Services Building, Suite #220
100 S. Myrtle Avenue, Clearwater, Florida 33756-5520
Attention: Omar Atallah
Title: Traffic Engineering Manager, Public Works/Engineering
Phone: 727-562-4794
Email: Omar.Atallah@MyClearwater.com

XXII. FORUM

Any lawsuit pertaining to any matter arising under, or growing out of this Agreement shall be instituted in Pinellas County, Florida.

XXIII. ASSIGNMENT

This Agreement shall not be assigned by any Party, or any Party substituted, without prior written consent of Agency and Econolite Systems.

XXIV. MERGER AND MODIFICATION

No supplement, modification or amendment of this Agreement or waiver of the provisions thereof shall be binding unless executed in writing by Agency and Econolite Systems. 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.

XXV. ATTORNEYS' FEES

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.

XXVI. COUNTERPARTS

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.

XXVII. OTHER MATTERS

Severability - 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.

Invalidity - 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.

Force Majeure - 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 Agency.

Absence of Third Party Beneficiary Rights - Except as otherwise provided in this Agreement, no provision of this Agreement is intended, nor shall be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any affiliate or subsidiary, and all provisions hereof shall be personal solely between the Parties hereto.

Headings - Article and Section headings are included solely for convenience, are not to be considered a part of this Agreement nor are they intended to be full and accurate descriptions of the contents thereof.

Survival - The following provisions shall survive the expiration, cancellation or early termination of this Agreement: Sections V, VII, VIII, IX, X, XII, and XIII and any other provision which by its nature shall survive the expiration, cancellation or early termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of _____, 2023.

ECONOLITE SYSTEMS, INC.

Approving Authority

Printed Name - Title

CITY OF CLEARWATER, FLORIDA

Approving Authority

Printed Name - Title

Attachments:

Exhibit A – Econolite Systems proposal dated April 14, 2023

EXHIBIT A
Econolite Systems proposal dated April 14, 2023

April 14, 2023

Mr. Omar Atallah
Traffic Engineering Manager, Public Works/Engineering
City of Clearwater
100 S. Myrtle Avenue
Clearwater, FL 33756

Subject: Clearwater, Florida Centrac's® ATMS Proposal

Dear Mr. Atallah:

Econolite Systems, Inc. is pleased to submit this revised proposal to supply the Centrac's® Advanced Traffic Management System (ATMS) for the City of Clearwater. Centrac's seamlessly integrates with a variety of controllers including the Model 170, NEMA TS-1 and TS-2, the Model 2070, and Advanced Transportation Controllers (ATC). It has been field proven in installations worldwide. Econolite's solution is detailed in our revised proposal, which incorporates the latest set of comments from the City provided on March 24, 2023 and April 13, 2023. We look forward to demonstrating its capabilities and ease of use to the City of Clearwater.

As an integral member of the Econolite family, Econolite Systems was formed in 2009 to complement the Econolite brand. While Econolite has established a long-standing reputation for quality and innovation in traffic control products, Econolite Systems is focused on the delivery of projects and the unique needs and requirements they bring including systems engineering, ITS installation, integration, custom software development, and deployment of communications networks.

We look forward to your favorable consideration and working with you. Please feel free to contact Connie Braithwaite at 904.759.0745 / cbraithwaite@econolite.com or me directly at 657.274.4036 / mcase@econolite.com with any questions regarding our proposal.

Sincerely,

Econolite Systems, Inc.



Mark E. Case, P.E.
Regional Vice President

cc: C. Braithwaite
M. Porter

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1. Proposed Solution

1.1 Overview

Econolite is pleased to provide the following proposal to the City of Clearwater (the City) for our state-of-the-art Advanced Transportation Management System (ATMS), Centracs. As part of this proposal, Econolite has made assumptions regarding deliverables and system options based upon information provided by the City. Econolite looks forward to working with the City of Clearwater on this project by providing assistance and information regarding the best possible traffic management solutions.

Below is a quick reference table for the major deliverables and assumptions regarding this proposal.

Table 1 - Project Overview Quick Reference

Centracs ATMS Licensing:	74 intersections
Additional Centracs Modules:	Synchro Interface, Server-to-Server, MMS
Computer Hardware:	Econolite-supplied servers and 3 workstations
Base Map Graphic:	Provided by Econolite using Bing maps (using City's license)
Intersections Graphics:	Provided by Econolite
Centracs On-Site Installation:	Up to 3-days on-site
System Training:	Up to 2-days on-site
System Testing:	Up to 1-day on-site
Software Maintenance Agreement:	Premium, 1-year
Communications:	Supply and install cellular modems at 74 intersections and an Ethernet switch and Firewall at the TMC

1.2 Project Understanding

The Centracs system described herein will communicate with the City's Cobalt controllers over cell modems supplied as part of this project. Based on this project understanding, Econolite has provided information on the products, technical solutions, and tasks we believe meet the City's ultimate needs. Should the City find project needs not addressed in this proposal, please contact us for our recommended solutions, pricing, or a revised proposal.

1.3 Centracs ATMS Overview

Centracs is a state-of-the-art ATMS platform that satisfies immediate project requirements, supports the objectives envisioned by the City, and provides a hedge against early obsolescence by continuing to meet the City's needs well into the future.

Econolite is excited about the opportunity to work with the City to deploy Centracs. Centracs is a powerful, groundbreaking system that is easy to deploy, easy to learn, and easy to use. Centracs is full of innovative features and is distinguished from the field of ATMS solutions in five key areas: innovative software technology, smart client



architecture, the ability to easily add enhancements and expand the system, an intuitive user interface, and an incredibly rich feature set.

1.3.1 Innovative Software Technology

Centracs is built upon the latest software technologies and as a result, provides the City with a barrier against obsolescence. In fact, since its introduction in 2009, there have been 17 major releases, each adding significant new features, as detailed in the following figure.

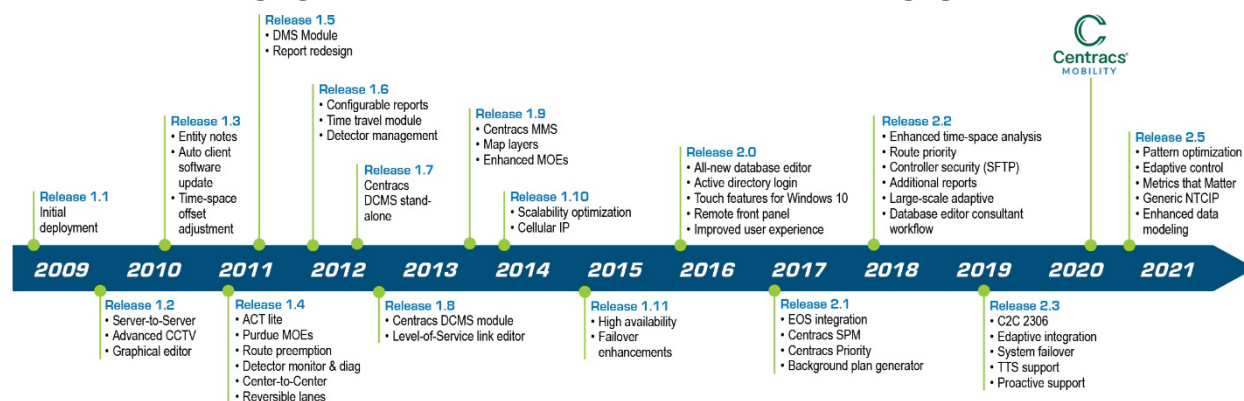


Figure 1 - Centracs Roadmap

1.3.2 Smart Client Architecture

Centracs utilizes a client-server architecture. A client-server system architecture is not new, but the segmentation of the system components is what makes Centracs unique. By encapsulating the user interface at the workstation, the interface is responsive, even over lower-bandwidth connections. The “core” server provides all the central ATMS functionality, such as system administration, schedule functions, system alerts, user settings, traffic responsive, and adaptive algorithms. A data abstraction layer on top of the Microsoft SQL Server database serves as a broker for all data requests throughout the system. Communications servers handle the real-time device messaging and network interface. This logical segmentation of the components provides tremendous scalability for the system, allowing the City to easily expand into the future.

1.3.3 Expansion and Enhancement

Centracs is not only easy to use for day-to-day operations, but also extremely easy to expand support for additional devices. All system data is entered through the user interface. There are no .ini configuration files to edit manually, no direct interaction with the database, and no system restarts for most configuration items.

Whether adding new devices, new users, or even additional communications servers, there is an intuitive graphical user interface (GUI) to assist the system user. With Centracs, we have included access to virtually every configurable element within the interface so that users can expand their own systems without requiring additional outside services.

As for enhancements, the latest version of Centracs software is provided annually (or more often if patch releases are needed) at no additional cost, as long as the software maintenance agreement is current. Centracs represents great value, as it ensures you always have the most current technology. Additionally, Econolite continues to invest in Centracs to offer our customers the best in ATMS technology today and into the future. Of course, if custom software enhancements are required, Econolite offers software development services to meet unique customer needs as well.

Econolite maintains one version of Centracs among all our 350+ deployments. This ensures quality of product and a consistent experience among our entire user base, such that users are not orphaned with a “one-off” system. Features that are developed for a single agency are typically developed in a way that provides value to all users. In some rare cases, features have been developed for one agency that do not have this broad applicability. In those situations, the features are provided as a modular selection so that other users who do not need this support do not experience the clutter of unneeded modules or interfaces (e.g., support for Houston’s HOT Lane reversible lane controller).

1.3.4 Intuitive User Interface

The Centracs user interface is unique to the transportation industry and capitalizes on the latest Microsoft Foundation Class technology. While the interface can best be appreciated in a live demonstration, the screenshot shown in Figure 2 gives an idea of how the interface uses “containers” to present a wide variety of data elements in an organized fashion. With full multi-monitor support, the



Figure 2 - Centracs User Interface

system supports additional frames that can be assigned to each monitor. Additionally, each user can save one or more preferred configurations and restore their unique preferences when logged in.

Beyond the rich information content and flexible displays, the Centracs interface allows both expert and new users to be efficient and effective through context-sensitive menus, on-line help, and map and entity selection - allowing users to easily navigate and effectively use the capabilities of modern controller technology.

1.3.5 Rich Feature Set

Econolite has been in the transportation management business for over 85 years. Over this time, we have learned many lessons, but one critical lesson is that no two users are exactly alike. With this in mind, we have designed Centracs to be standards-compliant while still offering users the ability to customize their user experience in a virtually unlimited number of ways. Since its introduction, we have released fifteen major updates adding additional capabilities and enhancing the existing feature set. Most of our new features are packaged with the core software and are provided at no additional cost to users under maintenance agreements.

System Map Interface

The main map and intersection graphics display is an integrated part of the system and is not a stand-alone application. The system automatically updates the status of all devices on all map displays once-per-second as data is retrieved from the field devices.

Clearwater, Florida

Centracs ATMS Proposal

Centracs incorporates an interactive statewide map as the foundation for the main graphics display. The map can be displayed in any or all the available Centracs “containers” simultaneously or individually. Each instance of the map display is set up independently by panning and zooming such that each map region can be utilized as an individual sub-area for monitoring individual intersections or groups of intersections.

Centracs maps are rendered dynamically using geo-coded Geographic Information Systems (GIS)-based map data. The Centracs system comes preconfigured with rendered map “tiles” generated from

geographically accurate map data. The map data provides the most accurate street-level rendering capabilities for the Centracs map interface. Street curves, corners, and other geographic entities are depicted accurately and without distortion. The display also supports bitmap (.BMP), JPG/JPEG, .PNG, and .GIF raster file formats, ESRI shape files, and SDE version 9.x.

Additionally, Centracs supports Web Map Services (WMS) to display geo-referenced map images from any WMS source, including ESRI ArcInfo Enterprise, if available and properly configured.

Zoom level ranges are configurable such that the display of dynamic and real-time status data appears or changes at various zoom levels. The screenshots shown in Figure 3 represent the four supported zoom levels of the map interface including regional, statewide, corridor, and intersection level examples.

Alarms

Centracs can be configured to send alerts to users based on specific events from field devices or from components in the system. The existing events are displayed in the Alert Monitor dialog. Centracs receives “Events” from field devices and other points in the system. These “Events” can be logged, but also can generate “Alerts” or initiate other actions to occur.

An “Alert” is a notification sent to either an online, logged-in user, or an offline recipient via an email or SMS text message. A “Trigger” defines how an event generates an Alert or Action and is user definable.

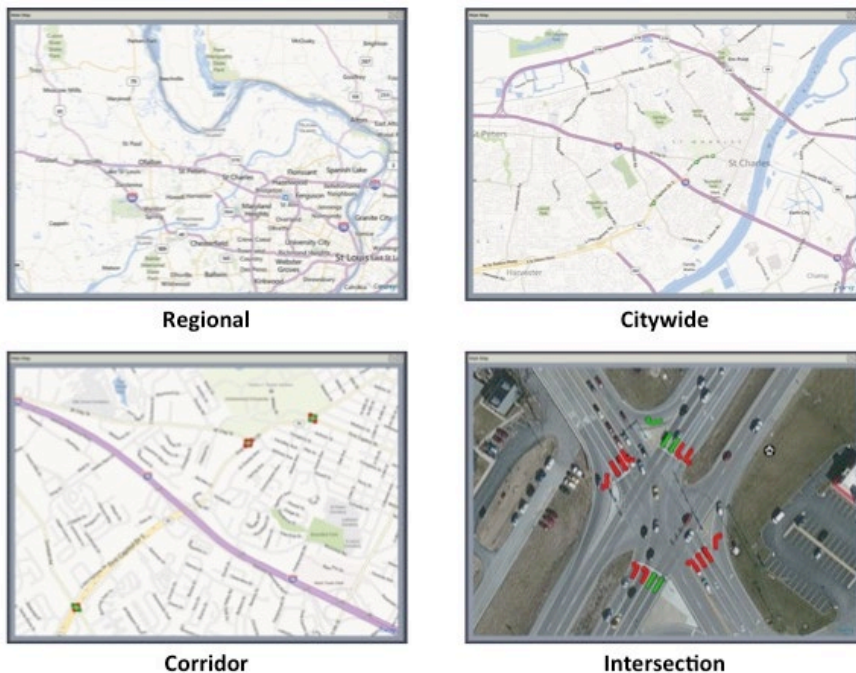


Figure 3 - Centracs Maps

All Centracs users, whether online or offline, can be assigned to receive alerts. Offline recipients are those individuals that are not currently using the ATMS and therefore require an email or SMS message notification. To send emails or SMS text messages, the email server must be configured and setup using the Centracs SMTP Servers main menu setup window.

If an alert is not acknowledged or closed within a certain period, the user may “escalate” the alert or send it to an additional recipient or group of recipients. Centracs allows for this via Alert Escalations.

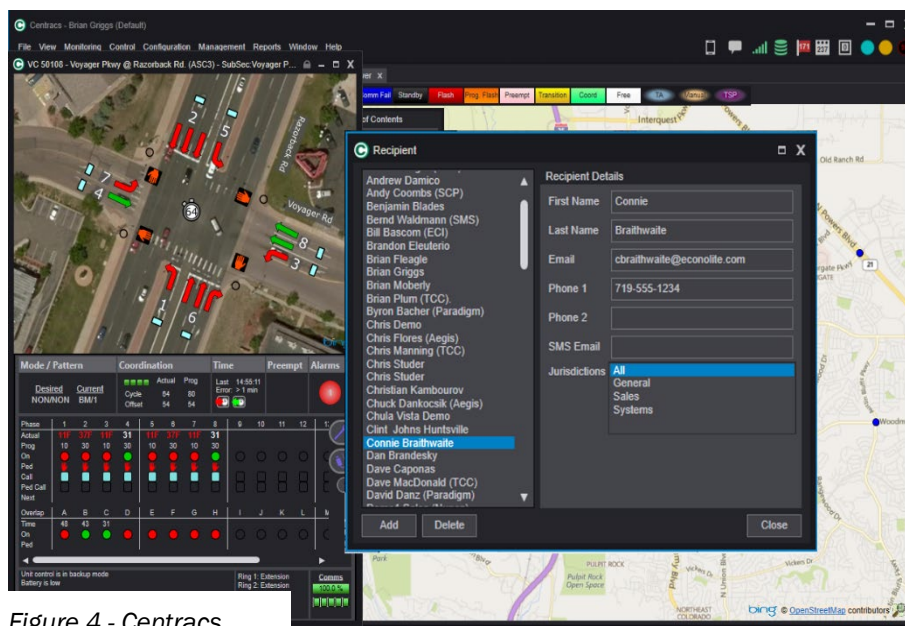


Figure 4 - Centracs Alarms

Traffic Control

Centracs supports five central traffic control strategies that allow the traffic operations staff to ensure the system is either running its normally scheduled TOD patterns, or dynamically commanding alternate patterns to meet non-recurrent traffic patterns, special events, or other needs. The following strategies are offered in order of descending priority:

- Manually Commanded / Overridden
- Incident Response Triggered
- Adaptive (licensed per intersection)
- Traffic Responsive
- Time-of-Day (TOD)

These methods of traffic control can be applied in any combination to individual controllers, sections of controllers, and groups of controllers. Controllers can belong to a single section at any time but can be moved from one section to another manually or by Time-of-Day. Controllers can also belong to multiple groups at any one time, offering maximum flexibility in traffic control strategies.

Reports

Centracs provides a full set of reports that provide insight into the roadway conditions as well as operational status and events within the infrastructure itself. These reports are generated using Microsoft SQL Reporting Services. Some reports allow for specifying, filtering, and sorting parameters to customize the reports. Centracs currently provides twenty-nine (29) reports that include information compiled from data retrieved from the system and any field device capable of logging data. The following is a list of the available Centracs reports:

- Alerts Log
- Communications Statistics
- Detector Fault Status
- Detector Fault History
- Device Configuration
- Entity Hierarchy
- Entity Notes
- Hourly Comm. Statistics
- Intersection Events
- Links
- Raw Detector Data
- Section Schedules
- Signal Changes
- Signal Detector Events
- Signal MMU Events
- Split Upload and Compare
- Split Monitor
- System Activity
- System Events
- Time Drift
- Time Drift History
- Traffic Responsive
- TSP Summary
- User Login
- Users and Recipients
- VOS Daily Report
- VOS Hourly Report
- VOS Multi-Date Hourly Report
- VOS Multi-Date Daily Report

Centracs also provides a means by which user-specific reports can be created and added to the Reports menu item without the requirement of additional third-party software or custom development work by the software provider. Microsoft SQL Reporting Services is provided as the custom report-generating tool.

Optional Centracs Modules

We believe some of the following optional Centracs modules may also be of interest to the City.

Maintenance Management System

Centracs MMS provides real-time data entry that tracks all field activities and assets. This is an industry-specific asset management system that provides document management, staffing management, inventory control, and more.

Other features include a mobile web interface that allows technicians to enter data in the field, increasing timeliness, accuracy, and providing real-time status of reported problems and response. In addition, because of its feature to fully integrate with an ATMS, MMS can respond to system events by creating a service ticket and even dispatching technicians assigned to the affected area or on-call.

Synchro Interface Module

The Centracs Synchro interface provides the ability to import controller phasing and timing data from a Synchro generated Universal Traffic Data Format (UTDF) file into a controller database editor. After importing the UTDF data, the timing information can be saved to the Centracs database. From there, it can be edited and then downloaded to the controller. Any subsequent changes made to the timing plans in Centracs or uploaded from a controller can also be exported back into the UDTF file for import to Synchro.

The Centracs Synchro Interface Module license only pertains to Centracs and the option to export and import data to/from the external Synchro software, it does not include the Trafficware Synchro software itself.

Dynamic Message Sign (DMS) Management

Centracs supports Dynamic Message Signs, which allows users to manage and control signs and messages from within the Centracs user interface. The DMS module has a user interface that

supports operations for NTCIP compatible signs, which includes message formatting, true display on workstation, message libraries, and banned word lists.

Centracs Travel Time

The Centracs system supports an interface to the data collected by Travel Time systems. This interface provides automated recognition of new BlueTOAD devices that can display data on the Centracs system maps by changing roadway colors. It also includes detailed current and historical travel-time reporting for before-after studies

Server-to-Server

The Centracs Server-to-Server (S2S) module provides a unique interface allowing agencies to achieve unparalleled benefits through cooperative operations and system management. Adjoining Centracs-managed agencies can seamlessly share data and manage arterial traffic across agency boundaries, finally realizing and exceeding the promises of Center-to-Center communications. Centracs Server-to-Server also allows agencies to participate in cross-jurisdictional management and monitoring of neighboring agency intersections.

NTCIP Center-to-Center Interface

Centracs supports NTCIP Center-to-Center Interfaces that exchange data objects with other central systems using published NTCIP objects including the Traffic Management Data Dictionary (TMDD). Data can be securely exchanged between centers and displayed on each system. This functionality could be used to exchange data and information between the City and other regions' systems for more efficient management of the State transportation system as a whole.

Closed Circuit Television (CCTV)

Centracs can support video streaming from RTSP sources directly into the Centracs client workstation. Centracs also offers an optional integration into a 3rd party CCTV system, Genetec's Security Center video management software (VMS).

2. Project Tasks

The following project tasks are based on Econolite’s broad experience with ATMS projects; some tasks may vary based on the specific needs of the City.

2.1 Server Procurement

For this project, Econolite will be responsible for providing physical servers and three (3) workstations as described in the following tables. A four-post equipment rack and/or space, and associated rack peripherals will be provided by the City.

Table 2 – Typical Specifications of Econolite-supplied Database Server

Item	Description	Quantity
Server:	Dell PowerEdge R740	1
Processor:	Intel Xeon Gold 5118 2.3G, 12C/24T, 10.4GT/s, 16.5M Cache	2
Memory:	128GB Memory	1
Hard Drive:	480GB SSD SATA 2.5in Hot-plug Drive	6
Hard Drive Controller:	PERC H750 Raid Controller for RAID 5	1
Operating System:	Microsoft Windows Server 2019 Standard	1
Database Software:	Microsoft SQL Server 2019 Standard	1
Manufacturer Support:	36-month, next business day	1

Table 3 – Typical Specifications of Econolite-supplied Core Server

Item	Description	Quantity
Server:	Dell PowerEdge R640	1
Processor:	Intel Xeon Gold 5222 3.8G, 4C/8T, 10.4GT/s, 16.5M Cache	2
Memory:	32GB Memory	1
Hard Drive:	600GB SAS HD 2.5in Hot-plug Drive	2
Hard Drive Controller:	PERC H330 Raid Controller for RAID 1	1
Operating System:	Microsoft Windows Server 2019 Standard	1
Manufacturer Support:	36-month, next business day	1

Table 4 – Typical Specifications of Econolite Supplied Workstations (Quantity 3)

Item	Description	Quantity
Workstation:	Dell Precision 3660 Tower	1
Processor:	Intel Core i5-12600K processor (20MB Cache, 10 Core (6P+4E), 3.7GHz to 4.9GHz (125W)) TDP	1
Memory:	16GB, 2x8GB, DDR5 up to 4400MHz UDIMM non-ECC memory	1
Hard Drive:	512GB PCIe NVMe Class 40 M.2 SSD	1

Video Card:	Nvidia T1000, 4GB, 4mDP to DP adapter	1
Monitor:	Dell UltraSharp 24 Monitor - U2422H	2
Manufacturer Support:	36-month, next business day	1

Server component availability and specification may change as technologies advance; Econolite's Project Manager will review all the hardware/Commercial- off-the-Shelf (COTS) specifications with the City prior to procurement. All server components will be delivered to Econolite's office for testing, software installation, and configuration.

Any incompatible hardware not supplied by Econolite will be the responsibility of the City to resolve. Should additional components be necessary or requested, Econolite will provide an updated procurement list and corresponding pricing.

2.2 Factory Testing & Configuration

Econolite will begin configuration of Centracs on a staging server. We will install the software, prepare the base map graphic, and develop up to seventy-four (74) intersection diagrams.

If available, and to facilitate system configuration, we will require that the City provide the following information:

- A list of all intersections including intersection number, main street, cross street, & geographic coordinates, if available
- A list of all street names in the City, if available
- Current phase diagrams & timing sheets for each intersection
- Background images

Initial configuration activities will also include conversion of the City's existing controller databases to EOS. Econolite will apply a thoughtful and consistent process in performing the controller database conversions and testing necessary to migrate to EOS software. The following steps outline the process we will employ:

1. **Data Collection:** Econolite will obtain the most current and up to date timing sheets and phase diagrams for each intersection from the City. Where possible, we will upload controller databases directly from the City's existing system.
2. **Database Conversion:** To facilitate the conversion process, Econolite will provide specialized training to our team of engineers to make certain that even the most obscure database elements are effectively managed in the conversion process. Minimum clearance intervals and safety parameters will also be assessed during the conversion process. If any parameters appear inappropriate or out of normal range, Econolite will provide a separate quote to address any necessary timing or configuration changes. While paper records will be produced, timings will be electronically input into a virtual controller and uploaded to a staging site to facilitate loading the timings into the controller.
3. **Loading:** A controller will be connected to the Centracs staging server. The converted database will be downloaded onto the controller. The controller will then be labeled, removed, and staged for testing and eventual deployment.
4. **Testing and Quality Control:** The converted timing database will be downloaded to a test controller to verify proper conversion and acceptance in the controller environment. Engineers will validate that the databases have been properly converted prior to making a recommendation for field deployment.

5. **Field Installation:** After testing and quality control are complete, the City will be responsible for installation of new controllers in the field, with as-needed technical support from Econolite's local Field Support Representative.

Regarding the City's request that Bing mapping be used, this is available within Centracs, but requires that the City already is licensed or will license Bing. If the City does not have Bing mapping, then we would utilize the City's GIS mapping or HERE mapping.

2.3 Communications Network Deployment

Econolite will prepare a communications network design/layout, including an IP Address Scheme and VLAN Assignments, procure cellular modems, power supplies, and antennae for seventy-four (74) intersections, and install the cellular modems. The City will be responsible for establishing cellular data service with the City's cellular provider. Econolite will also supply and configure a network switch and firewall at the City's TMC. The City will be responsible for providing a public IP address for the firewall that the cell modems will connect to.

Communications Security

Centracs utilizes NTCIP and IP for network communications. These protocols do not contain any built-in security. Therefore, it is the City's responsibility to secure its traffic control network both physically and logically from public access (Internet).

Econolite has worked with a third-party provider who provides network security in the controller cabinet. This device sits between the cabinet communications demarcation point and the controller, and watches for inherent cyber-attacks at the controller by reviewing IP addresses of the requests for connection. It allows for 'white labeling' specific IP addresses (such as the connection to Centracs). Econolite can include this as an optional item if desired.

2.4 On-Site System Installation & Integration

Econolite will be responsible for all on-site Centracs system integration, to include configuring the system using the Centracs servers, and three (3) Econolite-provided workstations. During on-site integration, Econolite will be responsible for integrating up to seventy-four (74) Econolite Cobalt controllers into the Centracs ATMS.

On-site integration activities will include:

- Install database and core servers in City-provided rack space and connect servers to power and City network.
- Configure/confirm database server backup scheme.
- Install Centracs client software on three (3) Econolite-provided workstations and establish connection to Centracs servers.
- Confirm communication from Centracs to the seventy-four (74) intersections via presence of intersection status/polling data within Centracs.
- Perform upload and save of controller databases for the seventy-four (74) intersections.
- Install/configure S2S module using permissions established jointly by the City and County. Confirm connection to the Pinellas County Centracs system via inspection of data moving between the respective systems.

Centracs MMS

Centracs MMS integration activities commence with deployment planning. Econolite will meet with City personnel to assist in the organizing of information to be maintained at/by locations, assets, ownership (in the case of multiple jurisdictions), and operational criteria. This will help ensure an effective deployment of Centracs MMS.

Centracs MMS requires development and import/entry of accurate data. That data would include location (latitude/longitude) for mapping/reference, unique identification method and entry, location-specific documents and images, field technician staff names and schedules, vehicle information and inventory, maintenance shop inventory, etc. The specific data requirements for the desired operation will be produced as part of the deployment planning task.

Most of this information is already available and may be straightforward to enter through the user interfaces provided with the system. Latitude/longitude information, pictorials, as-built, and inventory descriptions are also not difficult but can take some time. Our proposal assumes that once Centracs MMS is installed and operational, the City will collect and enter all MMS-related data; however, many agencies prefer to have Econolite develop and/or enter this data. Econolite can provide a proposal for the data collection and entry task at the City's request.

2.5 Server-to-Server Module

Our proposal includes supply and configuration of the Centracs Server-to-Server (S2S) module to connect the City's Centracs system to the Pinellas County system. The S2S module provides a unique interface allowing agencies to achieve efficiencies through cooperative operation and system management. It is now possible for adjoining Centracs cities and agencies to seamlessly share data and manage arterial traffic across agency boundaries. S2S also allows agencies to participate in cross-jurisdictional management and monitoring of neighboring agency intersections.

With S2S technology, individual agencies maintain full control over which devices are exposed to other Centracs systems. In addition, each agency controls the data that is published and how much system control is given or shared across the S2S interface. As agencies connect via a Centracs S2S peer network, the connected Centracs servers immediately begin to publish the desired data, including device status on the system maps and entity trees. Accordingly, the addition of Centracs systems from other agencies is easily accomplished through the intuitive Centracs user interface.

The Centracs S2S approach uses modern network communications technologies allowing agencies to cooperate in solving traffic management problems on a broader scale. Key considerations when implementing S2S include:

- Sharing detection sources from other systems for the purpose of Traffic Responsive operation
- Jurisdictional responsibilities for monitoring traffic controllers
- Interagency access to real-time controller data
- Interagency user access, role definition and account management
- Cooperation between agencies' IT departments in allowing S2S connectivity
- Emergency response planning

The S2S technology allows agencies to operate using different modes or approaches. The flexibility of the design allows the system to be configured to meet a variety of cross-agency needs. From a high level, there are two main ways to use S2S: Interactive and Automated.

Interactive Server-to-Server Operation

The Interactive S2S operation assumes real-time interaction with Traffic Management Center operators. There are two approaches to use S2S interactively:

1. **Monitoring** – This approach allows one agency to use S2S features to simply observe or monitor another Centracs system. At the monitoring agency, the device inventory and status of remote systems are added to the entity tree and system maps in a single, seamless display. Remote agencies maintain full control of their devices but allow the monitoring agency the ability to see their devices' status. The monitoring agency can also operate its own local signals while it monitors those from other agencies. To the monitoring agency, there is little distinction between locally controlled devices and those “imported” from the remote agencies.
2. **Supervisory** – Adding to monitoring capabilities, another approach can be described as “Supervisory” in nature. S2S enables users on a Centracs system at one agency to command operations on another agency’s Centracs system, down to the intersection level as needed. This capability allows remote plan changes, manual commands, and other operations. Controller database uploads and downloads and peer to peer alarm notifications and report generation are not currently supported.

Automated Operation

The second high-level approach or application for using S2S can be described as Automated Operation. While this approach includes the functionality of the Interactive applications, the additional functionality offers automated operations like sharing of detector data and Traffic Responsive and Time-of-Day scheduling of operations across systems. Using S2S in this way, agencies share real-time data and status across agency boundaries to improve management of traffic along shared arterials. This application of S2S allows for common Traffic Responsive operations on arterials shared across agency boundaries. It also allows stronger interagency coordination, event, and emergency response planning.

While signal control and data sharing, along with scheduled and traffic responsive operations are supported under S2S, shared adaptive operation for shared signals is not currently available. Other devices, such as CCTV, DMS and BlueTOAD are not supported via the S2S module.

It is the responsibility of the cooperating agencies to establish appropriate and secure network connections with sufficient bandwidth to accommodate the flow of data between the systems as well as any server accounts to allow establishment of the S2S network.

All agencies involved in the S2S network will require software upgrades so that each is running the same Centracs software version. Agencies under warranty or current with their maintenance agreements will receive software upgrades at no additional charge. Agencies not under warranty or without current maintenance agreements would need to purchase a Centracs Software Maintenance Agreement to receive the required software upgrades. Each agency will be individually responsible for licensing the S2S module for its respective Centracs system.

Our quote includes licensing of the Centracs S2S module for Clearwater and Pinellas County, plus two connection licenses (one for connection from Clearwater to Pinellas County and the other for connection from Pinellas County to Clearwater). Labor has also been included for the S2S module setup on both systems, configuration, and up to a half day of training.

2.6 Documentation

Throughout the duration of the project, Econolite will provide the City with project documentation as it relates to Centracs and Centracs Mobility. To conserve paper and the environment, Econolite offers on-line help and electronic documentation. The on-line help is context-sensitive, topic-based information delivered to Centracs users in an electronic form via the Centracs user interface. Econolite can print the required documents for an additional cost but would like the City's support in using electronic documentation as circumstances allow.

2.7 Training

Econolite will provide one (1) day of classroom training to the City after the system integration team demonstrates the system is functionally operational. The training will include instruction on system functionality, use, configuration, and administration and will incorporate City examples. Training should be conducted at the TMC for optimal understanding of the system and should include no more than ten (10) people. In addition, during the system integration process, Econolite will provide "over the shoulder" style training.

2.8 Centracs Acceptance Testing

After training is complete, an Econolite Team system engineer will perform the 1-day Centracs Acceptance Test (CAT) in conjunction with City personnel. Performing the acceptance test after the City has undergone training allows personnel a better understanding of the software and system performance. The CAT consists of an operational demonstration to the City of all major software components using a standard system acceptance test developed by Econolite. Standard system acceptance test documentation will be provided to the City for review and approval a minimum of two-weeks prior to execution of the CAT.

2.9 Project Acceptance

Upon successful completion of all project deliverables and the CAT, Econolite will provide a project letter of acceptance to the City. This letter recognizes project closure and reiterates the date from which each warranty hereunder will take effect.

2.10 On-Going System Support

Econolite prides itself on providing unparalleled support and service to the ITS community and has done so for over 85 years. We provide factory warranties to back all our products and software maintenance agreements for on-going service after factory warranties have expired for our systems. We have the capability of remotely connecting to any of our supported systems given a proper VPN connection, allowing our engineers to provide support, technical assistance, and/or troubleshooting from anywhere in the world.

Warranty

Econolite provides a one (1) year warranty beginning upon completion of acceptance testing for Econolite developed ATMS software. Our standard product warranty applies to all other Econolite products and the standard manufacturer's warranty applies to third-party products purchased by Econolite. Additional detail Warranty detail is included in the Centracs Software License Agreement that has been included in the Appendix.

Clearwater, Florida

Centracs ATMS Proposal

Software Maintenance Agreement

Premium Software maintenance agreement (SMA) pricing is included with this proposal. Under the Premium SMA, annual software upgrades are performed remotely via a VPN connection provided by the City. The Premium SMA also includes the following:

- System Health Monitoring. A third-party application is used to collect data from the Centracs Software, the Centracs Database, the Centracs System Servers and the Centracs System Network that can be reviewed to identify anomalous system behavior.
- Cloud backup of Core database
- Technical support of system software via telephone, email, Tech Support Site, or remote access provided by the Agency.
- Dedicated Web Port Access. Ability to view open tickets, open new tickets, see status updates.

Normal hours of operation are between 8am-5pm Mountain Time. Customer support is a priority for us and requests for support are typically responded to within 24 hours. A copy of the Centracs SMA has been included as an Appendix.

3. Preliminary Schedule

The following schedule information is preliminary and will be reviewed and finalized at the project kickoff meeting.

Table 5 - Preliminary Project Schedule

Task	Schedule
Notice to Proceed (NTP)	
Workstation Procurement	NTP + 6 weeks
Server & Network Equipment Procurement	NTP + 3 months
Intersection Configuration Obtain Information Configuration / Database Conversions	NTP + 2 weeks Receipt of Information + 2 weeks
Communications Network Establish Cellular Data Service Communications Network Layout	NTP + 2 months NTP + 2 months
On-site Installation & Integration System Configuration MMS Set-up S2S Module Installation	Server Procurement Completion + 1 month Server Procurement Completion + 1 month Server Procurement Completion + 1 month
Documentation	Throughout Project
Training	On-site Installation & Integration Completion + 1 week
Centracs Acceptance Test (CAT)	Training Completion + 1 week
Project Acceptance	CAT Completion + 1 day
Warranty	Project Acceptance + 1 year
Software Maintenance Agreement	Warranty + 1 year

4. Pricing

Summary

Table 6 System Pricing

ITEM #	Item Description	Unit	Qty	Unit Price	Total
1	Licensing, Integration, Testing, and Training	LS	1	\$168,700	\$168,700
	<p>Included: Econolite Systems proposal includes pricing to supply the following items:</p> <ul style="list-style-type: none"> Centracs: licensing for 74 intersections. Centracs Synchro Interface Module Installation and configuration of Centracs ATMS software. Intersection controller database conversion, graphics, and integration for up to 74 intersections. 1-day of classroom training, plus ad hoc training during integration. 1-day acceptance test. Standard system documentation. 1-year warranty from the date of Centracs acceptance. <p>Assumptions:</p> <ul style="list-style-type: none"> City will provide Econolite with existing timing plan information for the project intersections. Econolite will perform controller database conversion for 74 intersections. The City will be responsible for installation of upgraded controllers. The price to add additional intersections to the system would be \$2,260/intersection. This includes Centracs licensing, controller database conversion to EOS, intersection graphics, and intersection integration into Centracs. Price does not include supply and installation of additional cellular modems, controller hardware, and EOS licensing. 				
2	Centracs MMS Module	LS	1	\$54,730	\$54,730
	<p>Included: Econolite Systems proposal includes pricing to supply the following items:</p> <ul style="list-style-type: none"> Software licensing for up to 74 locations. Software installation and deployment planning support. System configuration by Econolite. System Acceptance Testing. 1-year warranty from system acceptance. <p>Assumptions:</p> <ul style="list-style-type: none"> The City will be responsible for all field data collection and data entry. An interface to Pinellas County's CityWorks system is not included but can be incorporated at a later date. 				
3	Centracs S2S Modules	LS	1	\$46,610	\$46,610
	<p>Included: Econolite Systems proposal includes pricing to supply the following items:</p> <ul style="list-style-type: none"> S2S Module license for Clearwater and 1 S2S connection license to Pinellas County. S2S Module license for Pinellas County and 1 S2S connection license to Clearwater. Module setup, configuration, and training. System Acceptance Testing. 1-year warranty from system acceptance. 				

ITEM #	Item Description	Unit	Qty	Unit Price	Total
	Assumptions: <ul style="list-style-type: none"> City and Pinellas County will be responsible for establishing a secure network connection with sufficient bandwidth between the agencies. 				
4	Computer Hardware	LS	1	\$34,490	\$34,490
	Included: Econolite Systems proposal includes pricing to supply the following items: <ul style="list-style-type: none"> Centracs Database Server. Centracs Core Server. Operator Workstations (3). Assumptions: <ul style="list-style-type: none"> City will provide a four-post rack for mounting servers and any necessary rack ancillaries. City will provide Internet access to the servers. 				
5	Cellular Modems	INT	74	\$2,040	\$150,960
	Included: Econolite Systems proposal includes pricing to supply the following items: <ul style="list-style-type: none"> Network/VLAN Design Procurement of 74 Sierra Wireless MP70 routers, power supplies, antennas, and Ethernet cables. MP70 includes 3-year manufacturer warranty. Installation of cellular routers at 74 locations Assumptions: <ul style="list-style-type: none"> City to supply SIM cards for all routers. City to contract/supply cellular data service for all locations. Econolite will program the modems per the network/VLAN design parameters, but responsibility for the overall on-going network operations and maintenance remains with the City. 				
6	Central Communications Equipment	LS	1	\$19,980	\$19,980
	Included: Econolite Systems proposal includes pricing to supply and configure the following items: <ul style="list-style-type: none"> Cisco Catalyst 9200L 24-port data, 4 x 10G, Network Essentials. Includes 3 years of Cisco SmartNet Total Care. Fortinet Fortigate 200F Firewall with 3 years of Forticare Contract Assumptions: <ul style="list-style-type: none"> The City will be responsible for providing a public IP address for the firewall that the cell modems will connect to. The City will be responsible for SmartNet Total Care and Forticare for networking equipment after 3-years. 				
7	Centracs Software Maintenance Agreement	YR	1	\$25,280	\$25,280
	Included: Econolite Systems proposal includes pricing to supply the following items. <ul style="list-style-type: none"> Premium Software Maintenance Agreement for one (1) year from the conclusion of the system's one (1) year warranty. Includes coverage for Centracs ATMS licensing, plus all modules (Synchro Interface, MMS, S2S). Note: A 10% discount is available for prepaid SMA terms of 3- or 4-years. A 15% discount is available for a prepaid SMA term of 5-years or more.				
TOTAL PRICE					\$500,750

Clearwater, Florida

Centracs ATMS Proposal

Terms and Conditions

1. Shipping is included in the pricing.
2. Total price does not include sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, or other tax or government-imposed fee or tariff applicable to the sale or use of the equipment hereunder shall be paid by Agency, or in lieu thereof Agency shall provide Econolite Systems with a tax exemption certificate acceptable to taxing authorities.
3. Pricing is valid for forty-five (45) days from the date of this proposal.

5. Appendix



***Software End User License Agreement and Terms of Use
Centracs[®] Advanced Transportation Management System Software***

IMPORTANT! READ CAREFULLY:

This **Centracs** SOFTWARE End User License Agreement ("EULA") is a legal agreement between End User ("Licensee" or "End User") and Econolite Systems, Inc. ("Licensor" or "Econolite") for any and all **Centracs** software products and modules, including but not limited to SPM, Edaptive, and Priority, and encompassing computer software and firmware programs and associated media, printed materials, and "online" or electronic documentation and technical information ("SOFTWARE").

By clicking the "I Accept" button or otherwise accepting this EULA through an ordering document, and installing, copying, or otherwise using the SOFTWARE, you the Licensee, agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you must select the "I Decline" button and not access and use the SOFTWARE.

SOFTWARE License

The SOFTWARE and its documentation are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

This EULA grants you the following rights:

- A non-exclusive, non-transferable, non-sublicensable, perpetual license to use the SOFTWARE only in machine-readable form.
- You may install and use the **Centracs** Core, Device Manager, Communications, and other Server components of the SOFTWARE to communicate with the maximum number of field devices set by the license key included with the SOFTWARE.
- You may use **Centracs** SOFTWARE to monitor and operate only those devices that are owned by you and are located within your jurisdiction. Use of the SOFTWARE to manage devices owned by any other individual or entity without express written consent of Econolite is expressly prohibited.
- You may install and use the **Centracs** Client/Workstation SOFTWARE on any number of your authorized user workstations. The **Centracs** Client/Workstation SOFTWARE may only be used with your **Centracs** system. Use of the **Centracs** Client/Workstation SOFTWARE with any other entity's **Centracs** system is expressly prohibited.
- Copying, installation, uploading, access or use of this SOFTWARE or any accompanying documentation or materials except as permitted by this EULA is unauthorized and constitutes a material breach of this EULA and an infringement of the copyright and other intellectual property rights in such SOFTWARE. Such unauthorized use may subject you to damages and injunctive relief, and other penalties.
- You may not (and will not allow any third party to) reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code or underlying ideas or algorithms of the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable

law, notwithstanding this limitation.

- You may not (and will not allow any third party to) modify, adapt, translate, or otherwise create derivative works of the SOFTWARE.
- You may not sell, lease, license, sublicense, distribute, disclose, provide, or otherwise transfer in whole or in part the SOFTWARE or any parts thereof to another party without Econolite's express written consent.
- You must at all times maintain adequate security measures to safeguard the SOFTWARE from unauthorized access, use, and disclosure; supervise and control access to and use of the SOFTWARE in accordance with this EULA.
- You must at all times maintain and shall not remove or obscure the markings clearly labelling the SOFTWARE as the property of Econolite and/or its suppliers.
- Without prejudice to any other rights, Econolite may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE and all of its component parts.

SOFTWARE and Support Fees

You shall pay Econolite the license and support fees for the SOFTWARE upon the terms set forth by separate written agreement.

SOFTWARE Ownership

Any *Centracs* SOFTWARE that is made available from Econolite is the copyrighted work of Econolite and/or its suppliers or others that have licensed material to Econolite. Use of the SOFTWARE is governed by this EULA. As between the parties, Econolite retains all ownership rights, title, and intellectual property interests in and to the SOFTWARE, including without limitation all related copyrights, trade secrets, patents, trademarks, and any other intellectual and industrial property and proprietary right, including registration applications, renewals, and extensions of such rights.

The SOFTWARE is made available for use by customers of Econolite and/or its subsidiaries, distributors, authorized agents or representatives or suppliers, according to this EULA. Any reproduction or redistribution of the SOFTWARE not in accordance with the EULA is expressly prohibited by law.

SOFTWARE Warranties

Econolite warrants that the media, if any, on which the SOFTWARE is delivered and documentation supplied is free from defects in material and workmanship under normal use and service and that the SOFTWARE will substantially conform to the description contained in the documentation for a period of ninety (90) days beginning upon Agency's acceptance of the SOFTWARE, unless a longer duration is mutually agreed to in writing by the parties. In the event of notification within the warranty period of defects in material or workmanship, or if the SOFTWARE does not substantially conform to the description contained in the documentation, ECONOLITE, at its sole option, will promptly repair or replace the defective media or documentation or correct the defects in the SOFTWARE. **WARRANTY DISCLAIMER:** The foregoing is the only warranty of any kind expressed or implied. There are no implied warranties of merchantability and fitness for a particular purpose. Econolite shall have no liability for any consequential damages alleged to result from this license to use the SOFTWARE.

SOFTWARE Support

Econolite shall provide support, patches, or fixes for the SOFTWARE only as required under the SOFTWARE Warranty, or otherwise agreed to in a separate written agreement signed by the parties. You acknowledge that extended periods of support, advanced support, upgrades, enhancements, training, and customization may be subject to additional fees. Any source code escrow shall be upon the terms set forth by separate written agreement.

SOFTWARE Copyright

The SOFTWARE is developed and marketed by Econolite in part under a license of certain copyrighted works of others as to certain elements and in part as the copyrighted work of Econolite. Use of the SOFTWARE is governed by the terms of this Agreement, certain of the terms of which relate to or incorporate other agreements respecting intellectual property contained in the SOFTWARE. The SOFTWARE is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material. You may not copy the SOFTWARE and printed materials accompanying the SOFTWARE except as authorized by Econolite. Econolite warrants it has the authority to grant this EULA without additional consent of others, and that use of the SOFTWARE in accordance with the EULA will not infringe the rights of any third party.

Restricted Rights Legend

Any SOFTWARE which is provided for or on behalf of the United States of America or for or on behalf of Licensee, their agencies and/or instrumentalities ("U.S. Government) is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in Federal Acquisition Regulations subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer SOFTWARE clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer SOFTWARE - Restricted Rights at 48 CFR 52.227-19, as applicable. The manufacturer is Econolite Systems, Inc., 1250 N. Tustin Ave., Anaheim, CA 92807 (714) 630-3700. ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED.

Software Maintenance Agreement

This Agreement is for Centrac software maintenance to be provided by Econolite Systems, Inc. (hereafter referred to as "Econolite") to the City of Clearwater, Florida (hereafter referred to as "Agency") as follows:

PRODUCTS COVERED

This Agreement covers systems maintenance support of the base Centrac system software licensed to Agency [74 Centrac Licenses, Synchro Interface Module, MMS licensed for 74 locations, S2S module with 1 connection license]. 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 one (1) year from the commencement date of this agreement. Thereafter the annual fee for systems maintenance agreement may be renegotiated by the parties not less than sixty (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 Agency.
- Technical support of system software via telephone, email, Tech Support Site, or remote access provided by the Agency.
- Dedicated Web Port Access. Ability to view open tickets, open new tickets, see status updates.

PREMIER – Provides for:

- One annual upgrade for the supported software. Upgrades will be performed via a remote connection provided by the Agency.
- 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.
- Cloud backup of Core database
- Technical support of system software via telephone, email, Tech Support Site, or remote access provided by the 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 provided by remote access provided by the Agency unless on-site support is requested by 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. Payment for services under this Agreement is due within thirty (30) days of Agency's receipt of proper invoice.
2. Annual pricing is subject to change, but will not exceed a 15% increase plus CPI in any calendar year. Econolite will provide Agency with a quote indicating annual pricing a minimum of 30 days prior to renewal, including any discount for Agency's prompt agreement to renew, prior to the end of the renewal term.
3. Agency shall maintain 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. 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 Centrac 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, 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 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 Centrac 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 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 Agency'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 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 ATMS which interfere with the operation or installation of the ATMS Centrac's system software. In the event that a third-party software does affect the operation or installation of the ATMS Centrac's 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's software developed and provided by Econolite to Agency under this Agreement. Econolite shall license such enhanced Centrac's software for use by Agency pursuant to the terms and conditions of the base Centrac's 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 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's database configuration and to collect data to monitor the performance of Centrac's 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 AGENCY TO ECONOLITE UNDER THIS AGREEMENT. The City acknowledges and agrees that this provision applies notwithstanding paragraph 8, Prohibited Contract Terms, subparts i) and ii) in the City's Standard Terms and Conditions.
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 Florida.
19. This Agreement shall not be assigned by any party, or any party substituted, without prior written consent of Agency 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 Agency 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, upon determination by a court or arbiter, the prevailing party may be awarded its attorneys' fees and 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 Agency.
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.



PRICE

_____ **Basic** \$20,220.00 for 1 Year

_____ **Premier** \$25,280.00 for 1 Year

_____ **On-Site** \$5,560.00 for 3 Days (optional)

_____ **On-Site** \$3,033.00 for 1 Day (optional)

*Prices do not include sales tax

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

Coverage Effective: TBD

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of _____, 2023.

CITY OF CLEARWATER, FL:

Signature

Print

Title

ECONOLITE SYSTEMS, INC.:

Signature

Tracey Ratcliffe

Print

Project Manager

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 Agency.
- Technical support of system software via telephone, email, Tech Support Site, or remote access provided by the Agency.
- Dedicated Web Port Access. Ability to view open tickets, open new tickets, see status updates.

PREMIER – Provides for:

- One annual upgrade for the supported software. Upgrades will be performed via a remote connection provided by the Agency.
- System Health Monitoring. A third-party application is used to collect data from the Centracs Software, the Centracs Database, the Centracs System Servers and the Centracs System Network that can be reviewed to identify anomalous system behavior.
- Cloud backup of Core database
- Technical support of system software via telephone, email, Tech Support Site, or remote access provided by the Agency.
- Dedicated Web Port Access. Ability to view open tickets, open new tickets, see status updates.