



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 144-92

To authorize the execution of a
Computerized Traffic Signal Control
System Maintenance Service Agreement
with Fortran Traffic Systems Limited

WHEREAS The Corporation of the City of Brampton administers the computerized traffic signal control system from a central site at Brampton City Hall;

AND WHEREAS the Council of The Corporation of the City of Brampton deems it expedient to enter into an agreement for the maintenance of the said system;

NOW THEREFORE the Council of The Corporation of the City of Brampton ENACTS AS FOLLOWS:

1. The Mayor and Clerk are hereby authorized to execute the Computerized Traffic Signal Control System Maintenance Service Agreement with Fortran Traffic Systems Limited dated April 1, 1992.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 22nd day of June, 1992.

Peter Robertson Mayor

Leonard J. Mikulich Clerk

KATHRYN ZAMMIT DEPUTY

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON
WCC
19/06/92

FORTRAN

TRAFFIC SYSTEMS LIMITED

"MTCS" TRAFFIC SIGNAL CONTROL SYSTEM SYSTEM MAINTENANCE SERVICE AGREEMENT (SMSA)

Date: April 1, 1992

Name: THE CORPORATION OF THE CITY OF BRAMPTON, ONTARIO, CANADA DEPARTMENT OF PUBLIC WORKS
Billing Address: 2 Wellington Str. West, Brampton Postal Code: L6Y 4R2 Attention: Mr. George D. Yip, C.B.T.
(hereinafter referred to as the CITY) agrees to purchase and FORTRAN TRAFFIC SYSTEMS LIMITED (hereinafter referred to as FORTRAN) agrees to furnish maintenance service on the equipment and the Computran Systems Corporation (hereinafter C.S.C.)
"MTCS" Traffic Signal Management System as described in the DESCRIPTION OF SERVICES of the SMSA herein.

Agreement Duration

Installation Site: BRAMPTON CITY HALL, 4TH FLOOR, TRAFFIC CONTROL CENTRE Commencement Date: April 1, 1992
Telephone Contact: Mr. G. D. Yip - (416)-874-2575 Expiry Date: March 31, 1997

Period of Maintenance: Eight (8) Hrs/Day 9:00 AM to 5:00 PM Monday to Friday excluding weekends and Canadian Holidays.
Response time: P.T.S.L. and/or C.S.C.: Twenty Four (24) Hrs.; SYSTEM Telephone Support: Eight (8) Hrs.;
Additional Coverages: NONE

APPLICABLE CHARGES

1992/1993 PERIOD-TOTAL ANNUAL CHARGES: \$31,890.00 PAYABLE IN QUARTERLY INSTALLMENTS OF: \$7,972.50
HOURLY RATES (DURING NORMAL BUSINESS HOURS) APPLICABLE FOR WORK DONE BY FORTRAN, WHERE SUCH WORK IS OUTSIDE THE SCOPE OF WORK OUTLINED IN THIS SMSA (1992/1993 PERIOD RATE): \$135.00 Per Hour
(THE ABOVE CHARGES WILL BE ADJUSTED ANNUALLY TO REFLECT THE AMOUNTS IDENTIFIED IN THE S.M.S.A.)

ALL APPLICABLE TAXES ARE EXTRA

THE CORPORATION OF THE CITY OF BRAMPTON

FORTRAN TRAFFIC SYSTEMS LTD.

Signature: Peter Robertson

Signature: Peter Lengyel

PETER ROBERTSON MAYOR

By: Peter Lengyel

~~XXXXXXXXXXXXXXXXXXXX~~ CLERK

Title: Vice President

KATHRYN ZAMMIT DEPUTY

Date: March 15, 1992

AUTHORIZATION BY-LAW.

Agreement Number: SMSA-MTCS-001-BR

NUMBER 1114-92

APPROVED AS TO FORM DEPT. OF PUBLIC WORKS
470 MIDWEST ROAD
SCARBOROUGH, ONTARIO
M1P 4Y5

PASSED BY THE COUNCIL ON THE 22nd DAY OF June 1992

COUNCIL ON THE 22nd

DAY OF June 1992

PHONE (416) 288-1320
TOLL FREE 1-800-387-4555
FAX 288-9914

FORTTRAN TRAFFIC SYSTEMS LIMITED

THE CORPORATION OF THE
CITY OF BRAMPTON
TRAFFIC SIGNAL MANAGEMENT SYSTEM

SYSTEM MAINTENANCE SERVICE AGREEMENT

DESCRIPTION OF SERVICES

AGREEMENT NUMBER: SMSA-MTCS-001-BR

MAINTENANCE SERVICE AGREEMENT

SECTION I. - SCOPE

This System Maintenance Service Agreement, herein referred to as the SMSA, between FORTRAN TRAFFIC SYSTEMS LIMITED (FORTRAN) and the CORPORATION OF THE CITY OF BRAMPTON (CITY), describes certain specific services and work and the terms and conditions governing said services and work in connection with the BRAMPTON TRAFFIC SIGNAL MANAGEMENT SYSTEM herein referred to as the TSMS.

In general, this SMSA covers works and services to be performed in connection with the TSMS by FORTRAN and/or Computran Systems Corporation (C.S.C.) or their respective agents to assist and support CITY staff with the operation and trouble shooting of operational problems of the TSMS.

Furthermore, works and services shall also be provided by FORTRAN and/or C.S.C. or their respective agents, to maintain and keep current certain software in connection with the TSMS.

FORTRAN shall provide "first line" services to the CITY to assist in establishing the cause of specific operational problems associated with the TSMS and advise the CITY of the necessary steps to be taken to correct such problems or take the necessary steps to correct the problems directly in accordance with the requirements outline in this SMSA.

The CITY will maintain a separate agreement with other firm(s) for the maintenance of the Concurrent Computer Corporation 3205 computer hardware and the associated peripheral hardware and the on-street communication and traffic control equipment.

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SECTION II. - GENERAL CONDITIONS

The following general conditions shall apply:

1. This SMSA shall be a five year agreement subject to the annual charges outlined in Appendix "A" of this SMSA.
2. Additional equipment and/or software acquired by the CITY during the term of this SMSA shall not be included in this SMSA unless specifically agreed to by all parties to the SMSA.
The software provided as part of the TSMS Upgrade shall be included in this SMSA and the CITY shall maintain the hardware provided under the TSMS Upgrade in accordance with the conditions outlined in this SMSA.
3. Any waiver, charge, or modification of any term or condition of this SMSA shall not be binding unless made in writing and signed by an authorized representative of the parties to this SMSA.
4. The provisions hereof constitute the entire agreement between the parties with respect to the SMSA and the terms and conditions of this SMSA complement those of all other agreements and warranties between the parties with respect to the TSMS.
5. This agreement shall be governed by and in accordance with the laws of Canada and the Province of Ontario.

MAINTENANCE SERVICE AGREEMENT

SECTION III. - FORTRAN RESPONSIBILITIES

FORTRAN shall be responsible for administering the SMSA and to perform the following functions:

1. Service shall be provided from 9:00 AM. to 5:00 PM. LOCAL TIME, Monday to Friday, excluding weekends and Canadian holidays, herein referred to as normal business hours.

2. FORTRAN shall provide the "first line" support to the CITY in the process of evaluating the source of any recurring and reproducible operational problems relating to the BRAMPTON TSMS as a whole. That is, if the CITY staff is unable to pinpoint the source of a operational problem by following normal trouble shooting procedures, then FORTRAN shall, together with CITY staff, review and investigate the problem and pinpoint, to the extend possible, the source of the problem and thereafter advise the CITY accordingly.

If the source of the problem is established to be:

- a) the C.C.C. "OS/32" operating system software, and/or
- b) the C.S.C. MICS application software which shall be deemed to include the Color Graphics and FORCAST sub-system software, and/or
- c) the Winko-Matic CCU,

then FORTRAN shall be responsible to coordinate and implement the necessary repairs in accordance with the terms outlined in this SMSA for such repairs.

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If the source of the problem is established by FORTRAN to be occurring as a result of:

- i. the central computer and/or peripheral hardware, and/or
- ii. the ROGERS or BELL communication networks, and/or
- iii. the on-street communication hardware and/or the traffic controller equipment,

then FORTRAN shall advise the CITY accordingly and the CITY shall coordinate with their other appropriate maintenance firm(s) to rectify the problem.

If in the course of the investigation of the operational problem(s) it is established that the source of the problem is occurring as a result of:

- 1) incorrect data base entries, and/or
- 2) improper use of the system software, and/or
- 3) improper field hardware wiring, and/or
- 4) improper field hardware programming, and/or
- 5) improper communication between the CCU and the RCU due to faulty or out-of-specification operation of the ROGERS or BELL CANADA communication network or the faulty operation of an RCU/RCID,

then the CITY shall pay for the time spent by FORTRAN in investigating and establishing the source of the problem at the Time and Material (T&M) Rate per Hour (\$/hr) identified in Appendix "A". This T&M \$/hr. applies to work not included the scope of work of this SMSA.

Work done outside normal business working hours shall be subject to additional charges.

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3. FORTRAN shall provide on-site as well as telephone support as it pertains to the operation of the Winko-Matic CCU equipment. Trouble shooting of this equipment shall be based on a procedure that will first exchange the faulty equipment with duplicate spare equipment provided by the CITY and thereafter providing repair of the removed defective equipment. Repair shall be performed as defined in item 5 of this section.
4. FORTRAN shall be available to the CITY to provide repair services for the Winko-Matic CCU components, the Winko-Matic RCU products and the FORTRAN RCID product. This repair service will cover **HARDWARE ONLY**. Integral prom-based software associated with these products is not included.
- Repair of the equipment shall be made at FORTRAN's facilities in Scarborough, Ontario and/or at Winko-Matic's facilities in the U.S.A. as deemed necessary by FORTRAN.
- The CITY shall provide Winko-Matic product documentation and test equipment to FORTRAN on an as needed basis to allow FORTRAN to perform the required repairs.
- The cost to perform the repair is not included in this SMSA. All costs to perform the repairs shall be paid by the CITY on a cost plus basis. "Cost plus" shall be as identified in Appendix "A".
- Turn-around on hardware repairs shall not be more than 45 days unless delayed due to equipment and/or component lead time and availability.
5. If requested by the CITY, FORTRAN shall provide on-site support and trouble shooting for equipment and/or software products not included in the scope of this SMSA.
- Such on-site support and trouble-shooting services and work shall be billable to the CITY on a cost plus basis. "Cost plus" shall be as identified in Appendix "A".

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6. FORTRAN shall, on a best effort basis, provide services and/or work outside the contracted period of service (i.e. outside normal business hours) and provide services and/or work not included in this SMSA and such services and/or work shall be billable to the CITY on a cost plus basis. "Cost plus" shall be as identified in Appendix "A".

7. FORTRAN shall, subject to advising the CITY, repair or replace any defective hardware and/or software covered by the SMSA.

8. The provision of service, maintenance and repairs arising out of Acts of God and/or natural phenomenon, Willful Damage, War, Fault or Negligence of the CITY, Power Surges, Air Conditioning Failure, Repairs or Modifications performed by others not previous approved by FORTRAN, shall not to be covered by this SMSA. Such service, maintenance and repairs, if requested by the CITY, will be provided by FORTRAN and shall be billable to the CITY on a cost plus basis. "Cost plus" shall be as identified in Appendix "A".

MAINTENANCE SERVICE AGREEMENT

SECTION IV. - FORTRAN SYSTEM CORPORATION (C.S.C.) RESPONSIBILITIES

C.S.C. shall be a subcontractor responsible to FORTRAN and shall perform the following services and/or work under this SMSA:

1. Service shall be provided from 9:00 AM. to 5:00 PM. LOCAL TIME IN BRAMPTON, Monday to Friday, excluding weekends, Canadian and U.S.A. holidays. This service period is herein referred to as normal business hours.
2. Upon receipt of notification from FORTRAN, on behalf of the CITY, C.S.C. shall provide a response to a request for service within 24 hours when such request is received during normal business hours. Notification by facsimily (Fax) shall be an acceptable means of notification by FORTRAN to C.S.C.
3. On-site service by C.S.C. personnel shall be provided, if deemed necessary by C.S.C. or if requested by FORTRAN on behalf of the CITY. On site service shall be provided during normal business hours. Costs, as identified in Appendix "A", associated with travel to and from the site by C.S.C. personnel as well as the costs of labour performed on-site in excess of two (2) hours per incident, shall be billable by FORTRAN to the CITY on a cost plus basis. "Cost Plus" shall be as identified in Appendix "A".
4. Request for service to be performed by C.S.C. outside the contracted period of service and/or for work not included in this SMSA shall be provided by C.S.C. on a best effort basis and shall be billable by FORTRAN to the CITY on a cost plus basis. "Cost Plus" shall be as identified in Appendix "A".
5. C.S.C. shall, after advising FORTRAN and after receiving notification that FORTRAN has advised the CITY, repair or replace any defective software covered by the SMSA.

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6. Providing service, maintenance and repairs arising out of Acts of God and/or natural phenomenon, Willful Damage, War, Fault or Negligence of the CITY, Power Surges, Air Conditioning Failure, Repairs or Modifications performed by others not previous approved by FORTRAN, shall not be covered by this SMSA. Such service, maintenance and repairs, if requested by the CITY, will be provided by C.S.C. and shall be billable by FORTRAN to the CITY on a cost plus basis. "Cost plus" shall be as identified in Appendix "A".

7. C.S.C. shall provide telephone, written and dial-up facility support from the C.S.C. offices in Hackensack, New Jersey, for any questions and/or problems relating to the operation of the TSMS "MICS" APPLICATION SOFTWARE (including the COLOR GRAPHICS subsystem the FORCAST subsystem) and the C.C.C. OPERATING SYSTEM SOFTWARE ("OS/32") and their interaction with each other and with the control hardware, the peripherals, the Winko-Matic COMMUNICATION EQUIPMENT, the MAP and the ALPHA-NUMERIC DISPLAY.

8. C.S.C. shall repair any latent MICS software "bugs" and/or errors pertinent to the TSMS. C.S.C. shall provide the CITY updates on magnetic tapes containing corrections to such "bugs" and/or errors, whether such "bugs" and/or errors were identified by the CITY, FORTRAN, C.S.C. or C.C.C. or other MICS users. Installation of the updated tapes shall be done by the CITY based on C.S.C. instructions submitted with such updates. C.S.C. will provide telephone support to the CITY, if required, during update installation.
If the CITY elects, the installation shall be done by C.S.C. and such service and work shall be billable by FORTRAN to the CITY on a cost plus basis. "Cost plus" shall be as identified in Appendix "A".
All updates of this nature, provided to the CITY shall be included in the SMSA

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9. C.S.C. shall provide updates to the C.C.C. Operating System Software "OS/32" as such updates are provided by C.C.C.
10. C.S.C. will modify, if, when and to the extent required, the "BRAMPTON" MICS application software(s) to operate with the most current version of the C.C.C. "OS/32" Operating System software prior to installation of such "OS/32" Operating System updates.
11. C.S.C. shall provide the CITY updates on magnetic tapes and instructions for installation by the CITY of the new version of the C.C.C. "OS/32" Operating System software and, if applicable, the associated updates to the C.S.C. "MICS" application software.
12. If applicable, C.S.C. shall provide the pertinent documentation describing the modifications made to "MICS" and "OS/32" software.
13. C.S.C. shall pay all fees and obtain all licenses relating to obtaining the "OS/32" software updates from C.C.C. and to allow the installation of these updates on the BRAMPTON TSMS. A copy of all agreements and/or licenses between C.S.C. and C.C.C. which allow C.S.C. to install and keep the C.C.C. "OS/32" current on the CITY computer shall be provided to the CITY site by C.S.C.
14. A maximum of two (2) C.C.C. "OS/32" upgrades shall be provided during any 12 months term of the SMSA. The cost to implement these upgrades shall be included in the annual charges for the SMSA.
In the first 12 months term of this SMSA the C.C.C. "OS/32" upgrade shall be installed as part of the overall TSMS upgrade and no further upgrades shall be provided unless deemed necessary by C.S.C.
After the first twelve months term, if the CITY requires that C.S.C. perform the installation of the "OS/32" updates or provide on-site training, it shall be provided in accordance with item 4. of this section.

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15. As C.S.C. develops new products and enhancements to the the MTCS application software, which are compatible with the TSMS, FORTRAN will make such new products and/or enhancements available for purchase by the CITY based on prices to be quoted at the time of the request.

16. C.S.C. will be available, on a best effort basis , to develop specific software customization and/or enhancements when requested by the CITY. Such service will be billable by FORTRAN to the CITY on a cost plus basis. "Cost plus" shall be as identified in Appendix "A".

17. C.S.C. shall provide support to FORTRAN, if requested, with both the "OS/32" and the MTCS software as it relates to the maintenance work to be performed by FORTRAN under this SMSA. Such support provided by C.S.C. shall be treated as if the support was requested by the CITY and shall be subject to the terms defined in this SMSA.

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SECTION V. - CITY RESPONSIBILITY

The CITY shall be responsible for the following:

1. The CITY will enter into a maintenance contract directly with Concurrent Computer Corporation (Canada) Limited or some other service organization to maintain the Central Computer Hardware and the associated peripherals.

The CITY shall also be responsible for the maintenance of all the on-street equipment and the CITY shall also ensure that the firms providing the respective communications networks (i.e. ROGERS & BELL CANADA) maintain their networks in proper operating condition and within the specification required for the proper operation of the TSMS.

2. The CITY will maintain at the central site a complete set of spare equipment for a fully operational Winko-Matic CCU.

This equipment shall be made available to FORTRAN in order to allow FORTRAN to perform their work as noted elsewhere in this SMSA.

3. The CITY shall provide safe and clear access to the TSMS components for FORTRAN and/or C.S.C. personnel or their respective agents.

4. The CITY shall make knowledgeable staff available to work with FORTRAN and/or C.S.C. when trouble-shooting and/or implementing corrective actions.

5. Access to the TSMS via a dedicated telephone line and a 2400 baud dial-up type modem facility shall be provided by the CITY. The CITY shall connect this modem and allow access to the system when requested by FORTRAN.

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6. The CITY shall execute the required sub-licenses as they pertain to the C.C.C. products so as to enable C.S.C. to supply to the CITY the updates to the C.C.C. "OS/32" Operating System software for installation in the TSMS.

7. Items such as, but not limited to, printer paper, printer ribbons, tapes and disks shall be provided by the CITY at their expense.

SECTION VI. - RELOCATION OF EQUIPMENT

If relocation and/or modification of any equipment covered by the SMSA is required by the CITY, FORTRAN and C.S.C. shall approve the work, after which the CITY may perform the required relocation and/or modification under the supervision of FORTRAN and/or C.S.C.

Supervision and related work shall be performed on a best effort basis and shall be billable by FORTRAN to the CITY on a cost plus basis. "Cost plus" shall be as identified in Appendix "A".

SECTION VII. - TERMINATION

The following shall govern the termination of this SMSA:

1. Either party shall be able to terminate the SMSA within sixty (60) days upon giving prior written notice, however, the parties may not terminate this SMSA before the first twelve (12) months of this SMSA have elapsed.

2. If either party shall neglect or fail to perform any of its obligations under this SMSA including non-payment and such failure continues for twenty (20) days after written notice thereof, the other party shall have the right to initiate the process, to suspend or terminate this SMSA.

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SECTION VIII. - LIABILITY

1. FORTRAN's and C.S.C.'s and their agents liabilities and/or obligations are expressly limited to the support, maintenance or repair for the items covered by this SMSA and shall in no event include any claims or demands as a result of indirect, incidental, special, or consequential damages of any nature.
2. Any claims by the CITY for damages shall be limited to the aggregate amount paid by the CITY under this SMSA for the calendar year during which any such claim for damages may have arisen.

SECTION IX. - PAYMENT

The following payment terms and conditions shall apply:

1. Quarterly charges for this SMSA will be invoiced in advance and are due and payable on the first calendar day of the first month in the quarter in which the service is to be provided.
2. The annual charges for the services provide by FORTRAN under this SMSA shall be fixed for a period of 12 months from the date that this SMSA is in effect.
Thereafter the charges shall be as noted in Appendix "A" of this SMSA.
3. All charges for work performed which is not part of the scope of work of this SMSA, shall be invoiced separately by FORTRAN and payment shall be made by the CITY within 45 days from receipt of such an invoice from FORTRAN.

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APPENDIX "A"

SMSA ANNUAL CHARGES

The following SMSA annual charges shall apply for five (5) 12 months terms starting April 1, 1992. The discounted prices shown shall only apply if the CITY purchases both the TSMS Software and Hardware Upgrade together with the SMSA as proposed by FORTRAN and as detailed below (also see FORTRAN letter dated July 16, 1991):

BRAMPTON TRAFFIC SYSTEM UPGRADE & FIVE (5) YEAR SMSA

<u>ITEM</u>	<u>DESCRIPTION OF WORK</u>	<u>BASE PRICE</u>	<u>T&M Rate/Hr.</u>		<u>DISCOUNTED PRICE</u>
1.	SOFTWARE-O/S & MTCS UPGRADE PORTS & TRAINING	\$120,453			\$99,010
2.	HARDWARE - MEMORY/DISK/TAPE	\$36,350			\$34,280
3.	TOTAL UPGRADE COSTS	\$156,803			\$133,290
4.	1st Year SMSA	\$37,760	\$135.00		\$31,890
5.	2nd Year SMSA Incl. 10% Increase	\$50,535	\$148.50		\$44,340
6.	3rd Year SMSA Incl. 10% Increase	\$55,588	\$163.35		\$48,774
7.	4th Year SMSA Incl. 10% Increase	\$61,147	\$179.65		\$53,650
8.	5th Year SMSA Incl. 10% Increase	\$67,261	\$197.65		\$59,016
9.	TOTAL SMSA CHARGES(5 YEARS)	\$272,291			\$237,670
10.	TOTAL SMSA & TSMS UPGRADE	--N/A--			\$370,960

ALL THE ABOVE NOTED PRICES EXCLUDE ALL APPLICABLE TAXES

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APPENDIX "A"

COST PLUS

The following outlines the method by which work identified as being chargeable on a cost plus basis shall be calculated:

Travel Costs

These cost shall include:

1. Economy airfare(s) from the an airport near Hackensack, New Jersey, U.S.A. to an airport near Toronto.
2. Meals and sustenance per person based on three meals per day.
3. Hotel Accommodation(s) in a standard room based on single occupancy at a hotel near the TSMS site. The hotel shall be of a type similar to a Holiday Inn Hotel.
4. A rental car of standard size for the duration of the stay.
5. Miscellaneous sundry costs that may have to be incurred in order to attend at, and perform the work at the TSMS site.

On billing the City, FORTRAN will add the applicable taxes and a 10% surcharge to the Travel Costs for overhead and profit.

Travel time to arrive at the TSMS site shall be charged at the T&M \$/hr as identified in this Appendix "A".

Material Costs

These costs shall include the cost to FORTRAN for any materials and/or services purchased that may be required for the execution of the work.

On billing the City, FORTRAN will add the applicable taxes and a 20% surcharge to the Material Costs for overhead and profit.

Labour Costs

These costs shall be charged at the T&M \$/hr. as identified in this Appendix "A".

On billing the City, FORTRAN will add the applicable taxes.

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APPENDIX "A"

WRITTEN NOTICE FOR TERMINATION OF THE SMSA

In the event that written notice is issued by either party to this SMSA for the purpose of terminating the SMSA, such written notice shall be addressed to:

For and on behalf of the Corporation of the City of Brampton:

Mr. D. B. Minaker
The Corporation of the City of Brampton
2 Wellington Street West,
Brampton, Ontario, L6Y 4R2

For and on behalf of Fortran Traffic Systems Limited:

Mr. P. Lengyel, V.P.
Fortran Traffic Systems Limited
470 Midwest Road,
Scarborough, Ontario, M1P 4Y5