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**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF TRAFFIC SIGNAL CABINETS AND CONTROLLERS
BID NO: 13-279
FIRST RENEWAL**

This Amendment is hereby entered into by and between **Brown Traffic Products, Inc., 736 Federal Street, Suite 2312, Davenport, IA 52803** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **November 1, 2013**, under **E. O. No. 86593**, (the "Agreement"), for **The Annual Supply of Traffic Signal Cabinets and Controllers, Bid No. 13-279**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **November 1, 2013 through October 31, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **November 1, 2014 through October 31, 2015**; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **\$100,000.00** without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **November 1, 2014 through October 31, 2015**.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **\$100,000.00** without prior approval by the City of Lincoln.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>17th</u> day of <u>November</u> 2014  Chris Beutler, Mayor
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Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Brown Traffic Products, Inc
By: (Please Sign)	<i>Cathy Jorgensen</i>
By: (Please Print)	Cathy Jorgensen
Title: (Please Print)	Inside Sales Representative
Company Address: (Please Print)	736 Federal Street - Davenport, IA 52804
Company Phone & Fax: (Please Print)	(563) 323-0009 P (563) 323-8256 F
E-Mail Address: (Please Print)	cjorgensen@browntraffic.com
Date: (Please Print)	October 31, 2014
Contact Person For: "Orders or Service" (Please Print)	Cathy Jorgensen
Phone Number:	(563) 328-4470

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
Traffic Signal Cabinets and Controllers
Bid No. 13-279**

**Brown Traffic Products, Inc.
736 Federal Street, Suite 2312
Davenport, IA 52803
(563)323-0009**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Brown Traffic Products, Inc., 736 Federal Street, Suite 2312, Davenport, IA 52803**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Supply of Traffic Cabinets and Controllers, Bid No. 13-279** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The total cost of products or services for City departments shall not exceed \$130,900.00 during the contract term without approval.

3. **Equal Employment Opportunity**. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Special Provisions
 4. Specifications
 5. Attachment A
 6. Instructions to Bidders
 7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

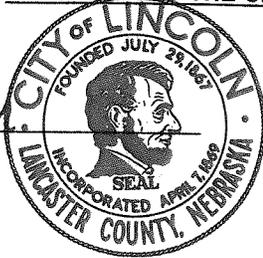
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler
Chris Beutler, Mayor

Approved by Executive No. 86593

Dated 11-1-13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Joel S. Wright (SEAL)
Secretary

Brown Traffic Products, Inc.
Name of Corporation

1316 Federal St/Ste. 2312 Davenport, IA 52803
(Address)

By: Michele D. Du
Duly Authorized Official

Inside Sales Representative/Cathy Jorgensen
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Suzanne Siemer Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Public Works & Utilities, Engineering Services 531 Westgate Blvd, Ste. 100 Lincoln, NE 68508
Email	ssiemer@lincoln.ne.gov	Contact	Suzanne Siemer, Assistant Purchasing Agent	Contact	
Phone	(402) 441-7414	Department		Department	
Fax	(402) 441-6513	Building		Building	
Bid Number	13-279	Floor/Room		Floor/Room	
Title	Annual Supply of Traffic Cabinets and Controllers	Telephone	402 (441) 7414	Telephone	(402) 441-6576
Bid Type	Bid	Fax	402 (441) 6513	Fax	
Issue Date	09/04/2013	Email	ssiemer@lincoln.ne.gov	Email	
Close Date	9/18/2013 12:00:00 PM CT				
Need by Date					

Supplier Information

Company Brown Traffic Products, Inc
 Address 736 Federal Street
 Suite 2312
 Davenport, IA 52803
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (563) 323-0009
 Fax 1 (563) 323-8256
 Email
 Submitted 9/17/2013 11:51:28 AM CT
 Total \$130,807.00

Signature _____

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options. 1) Click the "Help" button in the upper right hand corner of any screen; 2) Contact our office at 402-441-7417 to set up a training session in Purchasing or for assistance over the phone.

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Special Provisions	I acknowledge reading and understanding the Special Provisions for a Commodity Term Contract.	Yes
5	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) YES
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
8	Contact	Name of person submitting this bid:	Cathy Jorgensen
9	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	5	EA	Signal Cabinets with Load Switches as per specification.	\$7,180.00
Item Notes:				
Supplier Notes:				
2	5	EA	Signal Cabinets without Load Switches as per specification.	\$6,942.00
Item Notes:				
Supplier Notes:				
3	20	EA	Traffic Controllers as per specification.	\$2,765.00
Item Notes:				
Supplier Notes: EPAC3168M52 This is the EPAC3108M52 with the NTCIP and SEPAC included				
4	1	EA	Signal Cabinets without load switches or detector cards as per specification.	\$4,897.00
Item Notes:				
Supplier Notes:				
			Response Total:	\$130,807.00



ATTACHMENT A

MERGING INNOVATION, TECHNOLOGY & SERVICE

October 1, 2013

City of Lincoln Finance Department
Attn: Suzanne M. Siemer/Asst. Purchasing Agent
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, NE 68508

736 Federal Street
Suite 2312
Davenport, Iowa 52803
p. (563) 323.0009
f. (563) 323.8256
www.browntraffic.com

"an affirmative action,
equal opportunity employer"

RE: Annual Requirements for Traffic Signal Heads and Components, Bid No. 13-279

Dear Ms. Siemer,

Thank you for sending me the email regarding the Conflict Monitor to be installed in the cabinets. I apologize for the incorrect submittal sheet regarding this bid. When the submittal sheets were sent we had included the incorrect sheet for the Conflict Monitor – it should have been the MMU2-16LEip model. This does not change the price of our bid because our work-ups were correct it was the submittal sheet that had the wrong model on it.

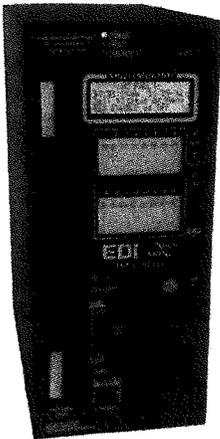
Should you have any questions in regards to this contract or would like to discuss this project, please call me at 563.323.0009.

Sincerely,

Cathy Jorgensen
Project Manager/Inside Sales Representative
Brown Traffic Products, Inc.

Enclosures

Complies With The New
NEMA MMU2 Standard and
MUTCD Requirements



SmartMonitor

MMU2-16LE SERIES

NEMA LCD MALFUNCTION MANAGEMENT UNIT

- ■ MMU2-16LEip with Ethernet Port
- MMU2-16LE with EIA-232 Port

Whether you're a **NOVICE** or **EXPERT** Signal Technician, wouldn't it be great if you could:

- Use a built-in SETUP WIZARD to **quickly and accurately configure** the Signal Monitor to the exact requirements of the cabinet and intersection?
- Use a MENU DRIVEN LCD interface to **view** vital cabinet operational details such as field signal voltages, historical event logs, and monitor configuration data?
- Use a built-in DIAGNOSTIC WIZARD to **automatically diagnose** cabinet malfunctions and **pinpoint** faulty signals?

If your answer is Yes, the MMU2-16LE *SmartMonitor*[®] is for YOU!

NEW MMU2-16LE *SmartMonitor*[®] ENHANCED FEATURES

<p>NEMA TS2-2003 (R2008) Standard Including Amendment #4:</p> <p>NEMA Standard Flashing Yellow Arrow PPLT:</p> <p>Standardized Communications:</p> <p>Full Intersection & Status Display:</p> <p>Event Logging:</p> <p>Setup Wizard:</p> <p>Diagnostic Wizard and Help System</p> <p>TS-1 Type 12 with SDLC Mode:</p> <p>Program Card Memory:</p> <p>Signal Sequence History Log:</p> <p>LEDguard[®]:</p> <p>EDI RMS-Engine:</p> <p>ECcom PC Software:</p>	<p>The MMU2-16LE <i>SmartMonitor</i>[®] meets all specifications of the NEMA Standard TS2-2003 (R2008) for the MMU2 configuration while maintaining compatibility with NEMA TS1-1989 Assemblies.</p> <p>The MMU2-16LE <i>SmartMonitor</i>[®] supports MUTCD Flashing Yellow Arrow PPLT operation and meets / exceeds the NEMA Standard MMU2 requirements of TS-2 Amendment #4-2012, providing modes for both TS-2 or TS-1 cabinet configurations.</p> <p>Real-time SDLC communications with the Controller Unit exchanges field input status, Controller Unit output status, fault status, MMU programming, and time and date.</p> <p>Two high contrast, large area Liquid Crystal Displays (LCD) continuously show full RYG(W) intersection status. A separate graphic LCD provides a menu driven user interface to status, signal voltages, configuration, event logs, and the Help system.</p> <p>A time-stamped nonvolatile event log records the complete intersection status as well as AC Line events, configuration changes, monitor resets, temperature and true RMS voltages.</p> <p>Use the built-in Setup Wizard to configure the Nema Enhanced settings of the <i>SmartMonitor</i>[®] by answering a short series of questions regarding intersection design and operation.</p> <p>The Diagnostic Wizard <i>automatically pinpoints</i> faulty signals and offers trouble-shooting guidance. The integrated Help System provides context sensitive operational assistance.</p> <p>The MMU2-16LE <i>SmartMonitor</i>[®] can be configured to operate with the Port 1 SDLC function and Diagnostic Wizard enabled in a TS-1 twelve channel cabinet with no cabinet wiring changes.</p> <p>Enhanced settings of the MMU2-16LE <i>SmartMonitor</i>[®] are stored in nonvolatile memory on the EDI Program Card. Moving the Program Card to another MMU2-16LE automatically transfers all settings.</p> <p>The five Signal Sequence History logs stored in nonvolatile memory graphically display up to 30 seconds of signal status prior to each fault event.</p> <p>This EDI innovative signal threshold technique can be used to increase the level of monitoring protection when using LED based signal heads.</p> <p>A DSP coprocessor converts AC input measurements to True RMS voltages, virtually eliminating false sensing due to changes in frequency, phase, or sine wave distortion.</p> <p>Access to the MMU2-16LE data is provided by the industry standard EDI ECcom Windows based software for status, event log retrieval, configuration, and data archival.</p>
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EBERLE DESIGN INC.

3510 East Atlanta Avenue
Phoenix, AZ 85040 USA
www.EDITraffic.com

Tel (480) 968-6407
Fax (602) 437-1998



**SPECIFICATIONS
FOR
ANNUAL SUPPLY OF TRAFFIC SIGNAL
CABINETS AND CONTROLLERS**

1. GENERAL INFORMATION

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for the Annual Supply of Traffic Signal Cabinets and Controllers.
- 1.2 Bid prices shall include the entire cost of the described pieces of equipment and any other equipment or hardware necessary to meet these specifications as described herein.
- 1.3 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Suzanne Siemer, Assistant Purchasing Agent (ssiemer@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.4.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.4.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.5 The contract term shall be effective upon contract execution by both parties for a period of one (1) year with the option to renew for three (3) additional one (1) year periods.

2. TRAFFIC SIGNAL CABINET TECHNICAL REQUIREMENTS

- 2.1 Traffic Signal Cabinets shall include the following items:
 - 2.1.1 NEMA discreet load switches
 - 2.1.2 EDI shelf mount conflict monitor (MMU-16LE) with a 100 meg ethernet (RG45) port
 - 2.1.3 All detector cards (LCD Diagnostic detectors, 2 channel, rack mounted)
 - 2.1.4 +24 VDC, 5 Amp Power Supply for detector rack,
 - 2.1.5 2 NEMA discreet flashers,
 - 2.1.6 6 flash transfer relays,
 - 2.1.7 2 F.O. Jumper 3' SM ST/SC (2 fibers)
 - 2.1.8 A 24 port WIC Breakout Panel with feed thrus for Single Mode Fiber,
 - 2.1.9 Surge Strip located on the top right side
 - 2.1.10 12" Din Rail located on the top right side
 - 2.1.11 No Lightning Arrestors on loop terminals
 - 2.1.12 Stop Time applied when in flash
 - 2.1.13 4 BNC Video Lightning Arrestors and power hookups with circuit breaker near detector panel
 - 2.1.14 4 anchor bolts and necessary hardware.
- 2.2 Shall be made from aluminum, with a natural finish.
 - 2.2.1 The cabinet shall be traffic standard "R" or "P" size.
- 2.3 Each cabinet shall come with two sets of prints.
 - 2.3.1 An electronic file for the cabinet wiring shall be provided.
 - 2.3.1.1 The cabinet shall be in an approved format to allow the City to add or delete as changes are made.