AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF LED SIGNAL INDICATORS
BID NO: 13-143
FIRST RENEWAL

This Amendment is hereby entered into on this 2nd day of June, 2014 by and between **Brown Traffic Products, Inc., 736 Federal Street, Ste. 2312, Davenport, IA 52803** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **June 26, 2013**, under **D. O. No. 09403**, (the "Agreement"), for **The Annual Supply of LED Signal Indicators, Bid No. 13-143**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **June 26, 2013 through June 25, 2014**, with the option to renew for two (2) 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 **June 26, 2014 through June 25, 2015**; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **$11,400.00** 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 **June 26, 2014 through June 25, 2015.**
2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **$11,400.00** 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 2nd day

of June 2014

Miki Esposito

Public Works & Utilities Director

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)	Cathy L Jorgensen
By: (Please Print)	Cathy L. Jorgensen
Title: (Please Print)	Inside Sales Representative
Company Address: (Please Print)	736 Federal Street-Suite 2312
Company Phone & Fax: (Please Print))	Davenport, Iowa 52803 P(563) 323-0009 F(563) 323-8256
E-Mail Address: (Please Print)	cjorgensen@browntraffic.com
Date: (Please Print)	May 21, 2014
Contact Person For: "Orders or Service" (Please Print)	Cathy L Jorgensen
Phone Number: (Please Print)	(563) 328-4470

13060039

CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

Annual Supply
of
LED Signal Indicators
Bid No. 13-143

Brown Traffic Products, Inc.
736 Federal Street, Ste. 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, Ste. 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 LED Signal Indicators, Bid No. 13-143** 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. See Attachment A for part number clarification.

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 $12,000.00 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 beginning upon execution of contract by all parties with the option of two (2) additional one (1) year renewals.

8. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Supplier Response
   3. Attachment A
   4. Addendum No. 1
   5. Special Provisions
   6. Specifications
   7. Instructions to Bidders
   8. Nebraska Form 13 Tax Exempt Certificate

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:

City Clerk

CITY OF LINCOLN, NEBRASKA

Director, Public Works & Utilities

Approved by Directorial Order 9403

dated June 26, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

KATERI MILLER
Commission Number 767010
My Commission Expires
March 07, 2014

Brown Traffic Products, Inc.
Name of Corporation

736 FederalSt./Ste 2312
(Address) Davenport, IA 52803

By:
Duly Authorized Official

Inside Sales Rep/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

Bid Creator	Suzanne Siemer Asst. Purchasing Agent
Email	ssiemer@lincoln.ne.gov
Phone	(402) 441-7414
Fax	(402) 441-6513
Bid Number	13-143 Addendum 1
Title	Annual Supply of LED Signal Indicators
Bid Type	Bid
Issue Date	05/10/2013
Close Date	5/24/2013 12:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68508
Contact	Suzanne Siemer Asst. Purchasing Agent
Department	Purchasing
Building	
Floor/Room	Suite 200
Telephone	(402) 441-7414
Fax	(402) 441-6513
Email	ssiemer@lincoln.ne.gov

Ship to Information

Address	901 N. 6th Lincoln, NE 68508
Contact	
Department	Public Works & Utilities, Signal Shop
Building	
Floor/Room	
Telephone	
Fax	
Email	

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	5/22/2013 2:40:45 PM CT
Total	$11,610.00

Signature _____

Supplier Notes

delivery 45-60 days ARO

Bid Notes

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	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
5	Numbers in Price Box	<b> I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of $0 for respective line items. <b>	Yes
6	Renewal is an Option	Contract Extenstion 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	Compliance Documentation	I have attached, in the Response Attachment section of the e-bid, ALL compliance documents as requested in Section 5. of the Specifications?	Yes
9	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
10	Contact	Name of person submitting this bid:	Cathy Jorgensen
11	Electronic Signature	Please check here for your electronic signature.	Yes
12	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	75	EA	12" RED Indication LED. Note: The Manufacturer and Make/Model MUST be included in the Supplier Notes. Item Notes: Supplier Notes: Dialight ~~433-1210-003XL~~ 433-1270-003XL	$23.50
2	75	EA	12" YELLOW Indication LED. Note: The Manufacturer and Make/Model MUST be included in the Supplier Notes. Item Notes: Supplier Notes: Dialight ~~433-3230-901XL~~ 433-3270-901XL	$24.00
3	75	EA	12" GREEN Indication LED. Note: The Manufacturer and Make/Model MUST be included in the Supplier Notes. Item Notes: Supplier Notes: Dialight 433-2270-001XL	$24.00
4	10	EA	12" RED ARROW Indication LED. Note: The Manufacturer and Make/Model MUST be included in the Supplier Notes. Item Notes: Supplier Notes: Dialight ~~432-1314-0001XOD~~ 432-1374-001XOD	$30.25
5	10	EA	12" YELLOW ARROW Indication LED. Note: The Manufacturer and Make/Model MUST be included in the Supplier Notes. Item Notes: Supplier Notes: Dialight ~~431-3334-901XOD~~ 431-3374-901XOD	$29.25
6	20	EA	12" GREEN ARROW Indication LED. Note: The Manufacturer and Make/Model MUST be included in the Supplier Notes. Item Notes: Supplier Notes: Dialight 432-2374-0001XOD	$32.00
7	50	EA	16" x 18" Countdown Pedestrian LED. Note: The Manufacturer and Make/Model MUST be included in the Supplier Notes. Item Notes: Supplier Notes: Dialight 430-6479-001X	$100.25

Response Total: $11,610.00

Attachment A

BROWN
Traffic Products, Inc.

MERGING INNOVATION, TECHNOLOGY & SERVICE

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

"an affirmative action,
equal opportunity employer"

June 4, 2013

Suzanne Siemer
Asst. Purchasing Agent
City of Lincoln
440 S. 8th Street/Ste 200/SW Wing
Lincoln, NE 68508-2830

RE: 13-143 Annual Supply of LED Signal Indicators

Ms. Siemer,

I received your email regarding the LED's that were bid on the #13-143 Annual Supply of LED Signal Indicators.

I did quote the tinted lenses for the 12" Red Ball, Red Arrow, Yellow Ball and Yellow Arrow by mistake when I missed the Addendum. The Red and Yellow LED's are available with the clear lenses at the same price as quoted for the LED's that are tinted. The correct part numbers for the red and yellow LED's are listed below:

433-1270-003XL	12" Red Ball	$23.50/each
433-3270-901XL	12" Yellow Ball	$24.00/each
432-1374-001XOD	12" Red Arrow	$30.25/each
431-3374-901XOD	12" Yellow Arrow	$29.25/each

The part numbers and pricing are correct for the 12" Green Ball and Green Arrow that were sent over on the original quote.

Should you have any further questions or need anything else, please feel free to contact me.

Thank you,

Cathy Jorgensen
Brown Traffic Products, Inc.
736 Federal Street – Suite 2312
Davenport, Iowa 52803