

**AMENDMENT NO. 1
TO
CITY OF DETROIT BUILDING AUTHORITY
CONSTRUCTION SERVICES AGREEMENT
WITH
TRAFFIC AND SAFETY CONTROL SYSTEMS, INC.**

THIS CONTRACT AMENDMENT NO. 1 (hereinafter called the "Amendment No. 1"), dated as of this 16th day of July, 2020 by and between the **CITY OF DETROIT BUILDING AUTHORITY**, a public authority and body corporate, organized and existing pursuant to Act 31 of the Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (hereinafter called the "Authority") and **TRAFFIC AND SAFETY CONTROLS SYSTEMS, INC.**, a Michigan domestic profit corporation, located at 48584 Downing Street, Wixom, Michigan 48393 (hereinafter called the "Contractor"), and pertains to that certain Construction Services Agreement between the Contractor and the Authority (hereinafter called the "Contract").

WITNESSETH:

WHEREAS, the Authority and the Professional Contractor did heretofore enter into the Contract on April 16, 2020 to provide for the construction, purchase, and installation of a new single source traffic control system for the Eastern Market and Ford Underground Parking Garage capital improvement projects at 2727 Riopelle Street, Detroit, Michigan 48207 (the "Project"); and

WHEREAS, Article IX of the Contract provides that any changes, modifications or extensions of any term, condition or covenant thereof or any required changes in the scope of services to be performed by the Contractor which are mutually agreed upon by and between the Authority and the Contractor shall be incorporated by written amendment to the Contract; and

WHEREAS, the Authority and the Contractor now desire to amend the Contract to account for additional scope, as reflected is Exhibit A-1 attached hereto, needed to complete the Project, for a not to exceed cost of Twenty Two Thousand One Hundred Sixty Three and 00/100 (\$22,163.00) Dollars; and

NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

1. That the Contract is hereby amended to reflect additional scope of services as provided on Exhibit A-1 attached hereto needed to complete the Project.
2. That Section IV of the Contract is hereby amended to reflect a not to exceed increase amount of Twenty Two Thousand One Hundred Sixty Three and 00/100 (\$22,163.00) Dollars in the compensation payable to the Contractor, thereby increasing the total compensation payable to the Contractor to an amount not to exceed One Hundred Eleven Thousand Four Hundred Seventy Two and 00/100 (\$111,472.00) Dollars.
3. Contractor acknowledges and agrees that the Authority shall be permitted to audit the Contractor's financial records pertaining to the Contractor's performance of the Agreement, which

right to audit may be assigned by the Authority to its designee, including the Detroit City Council and the City Auditor General.

4. Contractor and each of its subcontractors shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874) and is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which he/she is otherwise entitled. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

5. Contractor and each of its subcontractors are prohibited from paying or accepting any bribe in connection with securing the Agreement or in connection with performing under the terms of the Agreement. Professional Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.


6. That all other terms, conditions and covenants of the Contract shall remain in full force and effect as set forth therein.

7. That in the event of any conflict, inconsistency or incongruity between the provisions of this Amendment No. 1 and any of the provisions of the Contract, the provisions of this Amendment No. 1 shall control.

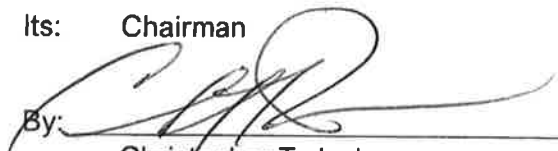
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by and through their respective duly authorized officers and representatives, the day and year first above written.

CITY OF DETROIT BUILDING AUTHORITY, a
Michigan public authority and body corporate.


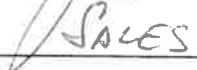
By: 
Hakim W. Berry

Its: Chairman

By: 
Christopher T. Jackson

Its: Treasurer

TRAFFIC & SAFETY CONTROL SYSTEMS, INC., a
Michigan domestic profit corporation

By: 
Its: 

APPROVED AS TO FORM:



General Counsel
City of Detroit Building Authority

EXHIBIT A-1

ADDITIONAL SCOPE OF WORK

Contractor's scope of work is expanded to address the following:

Demolition of the existing island and installation of all new concrete, and all new electrical and communication conduit and wiring per the June 25, 2020 proposal (attached hereto), including the specifications outlined below:

- Removal of guard shack and demolition of the existing island; includes removal of existing island concrete and hauling away from the site
- Coordinate the electrical rough-in (installed by others) within the new concrete island prior to placement of concrete; reinstall guard shack on new concrete island
- Furnish and install (1) 2" main conduit and wire from guard shack to electrical room
- Protect existing surfaces adjacent to the new island.
- General cleanup is included.
- O&M manuals and warranties are included.
- Owner training at completion of the work is included.



Traffic & Safety Control Systems, Inc.

June 25, 2020

Mr. Shawn Nelson
Deputy Director
City of Detroit
Municipal Parking Department

Subject: TIBA Equipment for Eastern Market Garage - (Revised)

This quote is for the installation of the new X60 TIBA lane equipment at Eastern Market garage. It includes as an option the demolition of the existing island and installation of all new concrete, and all new electrical and communication conduit and wiring.

Eastern Market Equipment

(1) CT 20 Site Controller	\$	3,250.00
(2) Parking PRO Barrier Gates		7,110.00
(1) TIBA VPS 60 Pay in Lane w/ CC and Cash, No coin, spares		34,173.00
(1) TIBA SW 60 Ticket Dispenser		11,864.00
(1) 32" Dynamic Sign		9,000.00
(2) 18" Red X/ Green Arrow Signs at Entry and Exit		1,926.00
(1) FULL sign w/ stand		851.00
(1) Separate MID for Facility		2,385.00
(1) Cisco/ Meraki Switch/ License		2,100.00
(1) Installation		<u>16,650.00</u>

Total Equipment Cost: \$ **89,309.00** *CONTRACT*

Options:

(1) PLC for Rolling Grille to open after hours to exit	\$	950.00 ✓
(2) TIBA CR 30 Prox/Barcode Door Readers	\$	9,964.00 ✓
(2) Pedestrian Electric Door Strikes	\$	2,270.00 ✓
(1) 23'6" x 4" Concrete Island w/ (4) protective bollards and covers • Includes removal of existing island and haul away	\$	8,229.00 ✓
(1) Electrical conduit power and communications includes wire • Lane Equipment, booth, signs, • Cameras, pedestrian door readers	\$	8,615.00 <i>By Others</i>
(1) 2" Main conduit and wire	\$	750.00 ✓
Installation to include the following: • Remove existing equipment.		<u>\$ 22,163</u> <i>TOTAL ADD</i>



Traffic & Safety Control Systems, Inc.

- Form and pour concrete islands.
- Install all concrete filled protective barrier posts.
- Install equipment platforms.
- Saw cut and install vehicle detection loops.
- Mount cashiers booth.
- Mount all control equipment.
- Pull necessary control wires and terminate all wires.
- Final tune-in and checkout of control system.
- Two-year warranty covering all parts necessary to repair or replace defective parts due to normal wear and tear. Acts of God, vandalism, or misuse is not covered.
- Training will consist of (2) hours either on the job site or at our shop. All hours in excess of this amount will be invoiced at \$98.00 per hour.

Notes:

- Site preparation shall be done by others according to layout drawings supplied by Traffic & Safety if applicable.
- This quote is valid for 90 days.
- Terms: 50% down with order, 25% payment due when order is delivered to Traffic and Safety, balance of 25% when installation is complete. If paying with debit/credit card add 3% to the total cost of the quote. A 6% sales tax will be added if applicable. A 1-½% per month finance charge will be added to all invoices older than 30 days.
- CAUTION: This equipment is for automobiles only. Clearly marked alternate paths must be provided for motorcycles, bicycles, and pedestrians.
- Training is included in the cost of installation. All additional hours will be invoiced as a separate item.

Jeffrey E. Timar
Traffic and Safety Control Systems, Inc.