

BARRON COUNTY HIGHWAY DEPARTMENT

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November 12, 2020

Traffic and Parking Control Co, Inc.(TAPCO)
Attn: Mr. Andrew Bergholz
5100 West Brown Deer Rd
Brown Deer, WI 53223

RE: Contract #2020-200 Addendum

Dear Mr. Bergholz,

Attached please find Contract Addendum #1 for Barron County Contract # 2020-200, for your review and signature.

Kindly provide a signed copy of this addendum to Barron County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Servi", is written over a horizontal line.

Mark Servi
Barron County Highway Commissioner

Cc: OMNIA Partners

Subject:

Addendum to Contract # 2020-200

Parties:

Traffic and Parking Control Co., Inc. (TAPCO): headquartered in Brown Deer, WI
Barron County, WI

Date:

11/12/2020

Acknowledgement:

- 1) Traffic & Parking Control Co., Inc. (TAPCO) of Brown Deer, WI and Barron County, WI agree that product and solution additions and deletions made within scope of contract # 2020-200 (Traffic Control Products and Related Products and Solutions) can be made on an as needed basis and without consultation from either party. The scope of TAPCO's supply and solution contract is defined under the categories of products supply and the affiliated service support solutions rates as noted within this agreement. By signing this letter both parties agree to waive a formal contract notification requirement process regarding product line additions and deletions from contract # 2020-200. TAPCO agrees to apply the same contractual discount percentages and terms off its list price as agreed upon in its initial contract award. Barron County also acknowledges that it serves as the lead agency for the OMNIA national cooperative contract.
- 2) Traffic & Parking Control Co., Inc. (TAPCO) and Barron County, WI agree that the Service Rates fees changes as shown on the Service Rate Sheet attached will be effective beginning on 1/1/2021.

X



Date: _____

11/12/2020

Mark Servi
Barron County
Highway Commissioner

X

Date: _____

Andrew Bergholz
Traffic & Parking Control Co., Inc. (TAPCO)
Officer

TAPCO's Scope of Supply to Barron County (Lead Agency for US Communities Contract # 2020-200)

A.) IWS (Intelligent Warning System) Solar & Wirelessly Activated Products

- Features:
 - o BlinkerSigns™, BeaconBeacons™, RRFB-XL Crosswalks, Fire Preemptions Systems, Dangerous Curve Warnings, Pole Packages, Wrong Way Activation Signage, Emergency Vehicle & Firehouse Warning Systems, Bike Path Warning Systems, Lighted In-road Lights, Solar Railroad Crossing Warnings, BlinkLink™ Web-based Traffic Monitoring & Control, etc.

B.) Parking & ITS Solutions

- Features:
 - o Cameras, Parking Gate Operators, Swing Gate Operators, Slide Gate Operators, Phone Entry Systems, Mobile Traffic Trailers, Bondo, Crash Barriers, Overhead Clearance Tubes, Electric Car Recharging Stations, Shelters, Gate Arms, Turnstiles, Proximity Sensors, Blank Out Signs, Undercarriage Mirrors, Wheel Immobilizers etc.

C.) Work Zone Products

- Features:
 - o Crowd Control Barricades, Safety Mirrors, Wheel Chocks, Non-Skid Tapes, Eyewash Stations, Floor Signage, Wall & Pole Guards, Guardrail, Exit Signs, Dock Bumpers, Exit and Egress Signing, etc.

D.) Traffic, Pavement Marking and Striping Products

- Features:
 - o Car Stops, Speed Bumps, Speed Humps, Speed Tables, ADA Tactile Guidance Tiles, Guardrail Reflectors, Cable Guards, Bollards, Covers, Push & Rider Stripers, Stencils, Paint, Thermoplastics, Pothole Patch, In-Road LED Markers, Chalk Boxes, Measuring Wheels, Sandbaggers, etc.

E.) Delineators and Markers

- Features:
 - o Delineators, In-Road Crosswalk Signs, Snow Markers, Snow Poles, Utility Marking Flags, Hydrant Markers, Modular Signs, Butyl Pads, Curbing, Butyl Pads & Epoxy, etc.

F.) Signing and Digital Sign Making

- Features:
 - o MUTCD Signs, Wayfinding Signs, Blanks, Sheeted Blanks, Sheeted Blanks with Border, Federal Advisory Signage, Sign Mounting Brackets, Hardware, Sandwich Boards, Lawn Signage, Digital Print capabilities Screen Printing Equipment, Reflective Sheeting & Vinyl Rolls, Plotters, Cutters, Sign Making Software, Retroreflectometers, EC Films, Grommets, Banners, Sign Accessories, etc.

G.) Posts, Poles and Bases

- Features:
 - o Square Posts, U-Channel Posts, Wood Posts, Signal Poles, Round Posts, T-Posts, Flexible Posts, Pole Packages, Anchors, Briteside™ Reflective Pole Covers, Hardware, Post Caps, Crosspieces, Portable Sign Bases, etc.

H.) Streetscape Decorative Products

- Features:
 - o Decorative Poles, Decorative Bases, Luminaries, Decorative Brackets, Sign Backers, Ornate Lighting, Finial Pole Toppers, LED Retrofit Lighting, Street Clocks etc.

I.) Parks and Recreation Products

- Features:
 - o Benches, Tables, Waste Receptacles, Drinking Fountains, Message Centers, Bike Racks, Snuffers, State Flags, Flag Poles, Bulletin Boards, Park Signage etc.

J.) Service and Preventative IWS (Intelligent Warning Solutions), Parking and Door Structures and Revenue Control Related Maintenance

- Features:
 - o Regionalized labor force to support, install and maintain key infrastructure and transportation and parking related systems. Certified installers for line such as Tiba Parking and Revenue Systems, TAPCO Crosswalk and ITS Systems, Siemens, Overhead Door Operating Systems, DoorKing, etc,

K.) Related Products, Solutions and Services

- Features:
 - o Adaptive Micro Systems™ Message Display Boards, Hawkins™ brackets and ancillary installation products such as bracketry and mounting hardware.

L.) Balance of Line/Comprehensive Product Offering

- Features:

- TAPCO ETO (engineered to order) and custom foundry fabrication products and support services and solutions for public sectors agencies.

SERVICE RATES

EFFECTIVE 1/1/21

Intelligent Parking and System Solutions (IPASS) Rates

	SKU	Rate
Standard labor, 8am–5pm, Monday–Friday	373-99990	\$180/hour
Overtime labor before 8 am, after 5pm weekdays, anytime Saturday, Sunday or holidays	373-99985	\$360/hour
IPASS consulting and/or engineering support	373-57824	\$225/hour
Contract hours	373-99992	Call
Warranty	373-99993	Call
Installation	373-88881	Call
PM contract hours	373-88888	Call

Intelligent Transportation System (ITS) and Traffic Signal Rates

	SKU	Rate
Standard labor, 8am–5pm, Monday–Friday	373-99988	\$180/hour
Overtime labor (time and a half) before 8 am, after 5pm, Saturdays	373-99989	\$270/hour
Sunday or Federal holiday labor (double time)	373-99986	\$360/hour
ITS consulting and/or engineering support	373-3RKBS	\$225/hour
Preventive maintenance contract holders will have different hourly rates.		

Intelligent Warning Systems (IWS) and Blinker™ System Rates

	SKU	Rate
Standard labor within Wisconsin, 8am–5pm, Monday–Friday	-	\$180/hour
Overtime labor (time and a half) within Wisconsin before 8 am, after 5pm, Saturdays	-	\$270/hour
Sunday or Federal holiday labor within Wisconsin (double time)	-	\$360/hour
Standard labor within the contiguous United States	-	\$2,000/day
Standard labor within Alaska and Hawaii	-	\$3,000/day

Sign Making, Design and Digital System Support Rates

	SKU	Rate
1–2 day on-site training (custom quote required)	RS1030-TRAINING	up to \$3000/day
Online training	RS373-ONLINE	\$120/hour
Sign making consulting and/or engineering support	RSDGJC45	\$190/hour
Graphic design, artwork and schematic development	373-01056	150/hour
Out-of-warranty GR3/SignCentral support	RS373-ONLINEOWS	\$120/hour
GR3 routine maintenance. In-house GR3 routine maintenance (RS956-10001)	RS956-10000	\$600/service
In-house Out-of-warranty troubleshooting & service	RS956-10008A	\$120/hour
In-house warranty repair	RS956-10008B	Call
In-house non-warranty repair (during warranty)	RS956-10008C	\$120/hour
1-year GR3 or TIPS technical support contract	RS956-10010A	\$300/year
2-year GR3 or TIPS technical support contract	RS956-10010B	\$500/year
3-year GR3 or TIPS technical support contract	RS956-10010C	\$700/year

Prices and rates may change without warning or notification.

Traffic and Parking Control Co., Inc. Sales and Service Terms and Conditions

1. ACCEPTANCE

The terms and conditions of sale and service contained herein apply to all quotations, purchase orders, confirmation of purchase orders, invoices, and service contracts by and for Traffic and Parking Control Co., Inc. ("Company"). Some of the terms set forth herein may differ from those in Customer's purchase order and some may be new. The Company's failure to object to provisions contained in any communication from Customer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must specifically be agreed to in writing by an officer of the Company before becoming binding on either the Company or the Customer. All orders and contracts must be approved and accepted by the Company. These Terms and Conditions of Sale and Service shall be applicable whether or not they are attached to or enclosed with the equipment or services to be sold or sold hereunder.

- (a) Portal to portal charges are calculated from the worker's departure from the entrance of their home base to job site back to the home base. (b) ON-SITE SERVICE is calculated in 15 minute increments. Minimum charge of one (1) hour.
- (c) PHONE ASSISTANCE is calculated in 15 minute increments. Minimum charge of fifteen (15) minutes.

2. PAYMENT

All invoices are due and payable thirty (30) days from date of invoice. The Company may from time to time demand different terms of payment from those specified herein whenever it reasonably appears that Customer's financial condition require such changes, and may demand assurance of Customer's ability to pay whenever it reasonably appears that such ability is in doubt. Each shipment shall be considered a separate and independent transaction, and payment shall be made accordingly. Interest accrues on overdue invoices at the rate of 1½% per month, but no more than the amount allowed by law, on the unpaid balance from the original due date of the invoice.

3. SHIPMENT

All sales are made F.O.B. point of shipment. Method and route of shipment are at the Company's discretion unless Customer supplies explicit instructions. Risk of loss will pass to Customer upon delivery to the F.O.B. point. The Company will not insure shipment. Shipments will normally be made by Parcel Post, United Parcel Service (UPS), Air Express, or Air Freight.

4. TAXES

Unless otherwise provided herein, prices on the equipment or services covered by this order, or the manufacture or sale thereof, are exclusive of any present or future sales, revenue, excise or other taxes, fees, or other charges of any nature, imposed by any public authority (national, state, local or other). Wherever applicable, such taxes, fees or other charges shall be added to the purchase price and shall be paid by the Customer, or in lieu thereof, the Customer shall provide the Company with a tax exemption certificate acceptable to the taxing authority or pay any taxes directly.

5. DELAYS; INTERRUPTION OF DELIVER OR SERVICE

Shipping and service dates are approximate and estimated and are based upon prompt receipt from Customer of all necessary information. The Company shall not be liable for any loss, damage, detention or delay resulting from causes beyond its reasonable control including, without limitation, acts of God, loss of communications, acts of civil or military authority, priorities, fires, strikes, lockouts, slow-downs, shortages, factory or labor conditions, yield problems, and inability due to causes beyond the Company's reasonable control to obtain necessary labor, materials, or manufacturing facilities. The Company shall not be required to furnish services or deliver equipment while and such interruption shall continue, and shall have the right to apportion its services and production among its Customers in such a manner as it may consider to be equitable.

6. NONCONFORMITY

Unless otherwise specified, all equipment covered by this order shall be inspected before shipment. If, upon receipt of any such equipment by Customer, the same shall appear not to conform to the contract, the Customer shall immediately (but in no event more than thirty (30) days after receipt of same) notify the Company, stating full particulars in support of its claim and afford the Company a reasonable opportunity to inspect the equipment. No equipment shall be returned without the Company's consent. Any returns accepted by the Company shall be subject to a reasonable restocking charge and manufacturer's authorization and terms.

7. LIMITED WARRANTY

All equipment supplied to the Customer is warranted by the manufacturer's written warranty only. The Company does not make any independent or supplemental warranty with respect to any equipment supplied to the Customer and shall not be responsible for repair, labor, shipping and/or handling costs associated with any manufacturer's warranty covering equipment supplied by it. THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (INCLUDING, IF APPLICABLE, FITNESS OR COMPLIANCE WITH THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS) PROMULGATED BY THE PCI SECURITY STANDARDS COUNCIL), AND ITS AGENTS OR TECHNICIANS ARE NOT AUTHORIZED TO MAKE ANY SUCH WARRANTIES ON BEHALF OF THE COMPANY.

8. INTELLECTUAL PROPERTY

Customer holds the Company harmless from, and releases and agrees not to make claim or suit against the Company because of, any suits, claims, losses, or other liability made against or suffered by Customer arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary right, at common law, or claim of unfair trade or of unfair competition, resulting from, or occasioned by, Customer's use, possession, sale, or delivery of the equipment or services covered by this order.

9. MAINTENANCE CONTRACTS

Maintenance Contracts shall be for the term set forth on the Maintenance Contract, and shall renew automatically for the same term unless terminated by either the Company or the Customer within sixty (60) days prior to the expiration of the current term, with any changes to price and other terms as stated in writing by the Company.

10. MAINTENANCE OF EQUIPMENT BY CUSTOMER; RELEASE

The Customer acknowledges that the Company is not in the position to maintain the general safety of the equipment on a daily basis, and that the Customer shall be responsible for daily maintenance and upkeep (routine or otherwise) and shall follow all safety precautions for the safe operation and use of the equipment. The Customer shall notify the Company promptly

of any problems with the scheduled and/or "per call" basis as set forth in its Maintenance Contract with the Customer. Customer agrees to indemnify, defend and hold the Company harmless from, and releases and agrees not to make claim or suit against the Company because of, any suits, claims, losses, or other liability made against, or suffered by, Customer arising from any injury to persons or property resulting from, or occasioned by, Customer's use, possession, sale, delivery, operation of the equipment or services covered by this order or any Maintenance Contract between the Company and the Customer, for any reason, including, without limitation, the malfunctioning or non-functioning of any such equipment, non-performance or negligent performance or otherwise by the Company, or its noncompliance with the PCI DSS.

11. ITEMS NOT COVERED

Unless otherwise specified in its Maintenance Contract with the Customer, services to be provided by the Company shall not include repair of damage or increase in service time caused by any of the following: (a) failure to continually provide a suitable operating environment with all facilities as prescribed by the Company and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning, or humidity control; (b) use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended, (c) use of unauthorized supplies or equipment, (d) accident or disaster, which shall include without limitation, fire, flood, water, wind, lightning, power problems, and Acts of God, (e) transportation, neglect, or misuse, alterations, including without limitation, any deviation from the Company's physical, mechanical or electrical design or attachment of equipment or devices not supplied by the Company. Unless otherwise specified in its Maintenance Contract with the Customer, the Company shall not be obligated to maintain, repair, service, replace, operate, or assure the operation of any device, system, or property belonging to the Customer or to any third party to which the systems or equipment installed or maintained by the Company are attached.

12. ACCESS

The Customer shall provide the Company's technicians with full and free access to any equipment covered under any Maintenance Agreement between the Company and the Customer.

13. LIMITATION OF LIABILITY

The Customer acknowledges that, in order for the Company to perform certain services for the Customer, the Company requires access to the Customer's computers, databases, and other equipment and machinery. The Customer shall be responsible for backing-up any data or other systems which the Company may access. THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE SERVICES PERFORMED BY THE COMPANY HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA OR SOFTWARE, OR INABILITY OR DELAY OF THE COMPANY IN PERFORMING ANY SERVICES HEREUNDER. IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE EQUIPMENT OR SERVICES PROVIDED HEREUNDER, EVEN IF THE COMPANY WAS ADVISED OF THE POSSIBILITY THEREOF OR KNEW OR SHOULD HAVE KNOWN THEREOF. THE COMPANY'S LIABILITY HEREUNDER TO THE CUSTOMER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO THE COMPANY BY THE CUSTOMER.

14. NON-SOLICITATION

Unless otherwise agreed to by the Company in writing, the Customer shall not hire, or solicit the employment of, any of the Company's employees, contractors, or consultants directly or indirectly associated with the performance of any Maintenance Contract or other services to be performed under this order during the period of the performance of any Maintenance Contract or other services to be performed under this order and for one year thereafter. In the event that the Customer breaches the foregoing restriction, the Customer will pay, as liquidated damages and not a penalty, within thirty (30) days of receipt of a notice of breach, a sum equal to two (2) years of salary or fees that the Company would have paid to its employee, contractor, or consultant.

15. GENERAL

- (a) The validity, performance and construction of these terms and all sales hereunder shall be governed by the laws of the State of Wisconsin.
- (b) Controversies arising herein or relating to alleged breach thereof shall be determined by arbitration in accordance with the rules of the American Arbitration Association in Milwaukee, Wisconsin or at a location mutually agreed upon by the parties. It is understood that such arbitration is final and binding upon the parties are waiving their rights to seek damages in court, including the right to a jury trial.
- (c) In the event that any provision of this contract is prohibited by any law governing its construction, performance or enforcement, such provision shall be ineffective to the extent of such prohibition without invalidating thereby any of the remaining provisions of these Terms and Conditions. The captions of sections herein are intended for convenience only, and shall not be interpretative of the content of such section.
- (d) An order once placed with and accepted by the Company can be canceled only with the Company's consent and upon terms that will indemnify the Company against loss. All order cancellations will be subject to a reasonable cancellation charge, plus any charges incurred by the Company prior to such cancellation.
- (e) If Customer is in breach of its obligations herein, Customer shall remain liable for all unpaid charges and sums due to the Company and will reimburse the Company for all damages suffered or incurred by the Company as a result of Customer's breach. The Company shall be entitled to a mechanics lien for all such unpaid charges and sums. The remedies provided herein shall be in addition to all other legal means and remedies available to the Company. Waiver by the Company of any breach by Customer shall not be construed as a waiver of any other breach.