

**AMENDMENT 8  
To MASTER AGREEMENT 08-043  
ICN DOT AGREEMENT FOR INTELLIGENT TRANSPORTATION SYSTEMS**

THIS AMENDMENT is between the State of Iowa, Iowa Telecommunications and Technology Commission operating the Iowa Communications Network, (collectively the "ICN") and Iowa Department of Transportation ("DOT"). In consideration of the mutual promises herein made, ICN and DOT agree as follows:

**SECTION 1. PURPOSE OF AMENDMENT:** The Parties intend to amend the Agreement to enable DOT to utilize the Fiber Management Software System (FMS) ICN contracted with Enghouse Networks, LLC. The FMS provides for the design, planning, and management of Outside Plant (OSP) fiber optic network and related infrastructure.

**SECTION 2. COMPENSATION and RESPONSIBILITIES OF THE PARTIES:**

2.1 Initial ICN project costs, under ICN Agreement 14-022 with Enghouse are \$117,860.00 which includes server, software licenses and maintenance, training and installation on the new FMS system as detailed in the attachments to Exhibit A.

2.2 DOT agrees to contribute \$36,200.00 to the project to facilitate DOT access to and use of the ICN's FMS System.

2.3 ICN and DOT shall review maintenance and support needs on an annual basis. DOT commits to paying approximately one third of the committed Enghouse maintenance and support costs, annually or as needed.

2.4 The Parties agree that if additional Enghouse Networks products or services are needed by ICN or DOT, the requesting party will be responsible for the cost, unless the Parties agree to cost sharing of the new product or service.

2.5 Each Party shall be responsible for ESRI ArcGIS software and licenses needed to access the FMS System.

2.6 Each Party is responsible for its own data conversion. The data conversion costs included in Exhibit A does not include DOT data; however, some DOT data will be converted due to its association with the ICN fiber facility.

2.7 Each Party shall ensure that access to the FMS System shall be by approved personnel or contractors and shall not share the other Parties information without permission of the information owner.

**SECTION 3. TERM:** The Term of this Amendment shall be coterminous with Master Agreement 08-043, subject to applicability of ICN's Agreement 14-022 with Enghouse Networks, LLC.

**SECTION 4. AMENDMENT ALLOWED:** Section 3.1 of the Agreement provides for this Amendment with mutual written consent of the Parties.

**SECTION 5. EXECUTION:** In witness whereof in full consideration of the mutual covenants set forth above for other good and valuable consideration the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment. All previous terms and conditions shall remain in full force and effect with the exception of previously mentioned modifications in this document.

**IOWA DEPARTMENT OF TRANSPORTATION**

By: Connett M. Dorn Date: 5-22-15

Title: CIO

**IOWA COMMUNICATIONS NETWORK**

By: Mark Johnson Date: 6-9-15

Title: Chief Operating Officer

**Exhibit A**

Enghouse Networks, LLC PDF quotes are attached.



**Enghouse Networks Limited**  
 80 Tiverton Court, Suite 800  
 Markham, Ontario L3R 0G4  
 Canada  
 Tel: +1 (905) 946 3200  
 Fax: +1 (905) 946 3201

**ENGHOUSE PROPOSAL**

**DATE:**  
**END USER/CUSTOMER:**  
**ADDRESS:**

2-Jan-15  
 Iowa Communications Network  
 Grimes State Office Building  
 400 East 14th Street,  
 Des Moines,  
 IA 50319  
 Brian Clayton  
 Direct  
 31-Jan-15  
 US Dollars  
 SUBJECT TO ENGHOUSE STANDARD TERMS AND CONDITIONS  
 NET 30 days

**ENGHOUSE ACCOUNT MANAGER:** Madhav Malhotra  
**EMAIL:** [mmalhotra@enghouse.com](mailto:mmalhotra@enghouse.com)  
**TEL:** 905-754-4124

**ATTN:**  
**PARTNER:**  
**PROPOSAL VALIDITY:**  
**PROPOSAL CURRENCY:**  
**TERMS & CONDITIONS:**  
**PAYMENT TERMS:**

DESCRIPTION	UNIT PRICE	QTY	DISCOUNT	UNIT PRICE	EXTENDED	ANNUAL SUPPORT	ANNUAL SUPPORT EXTENDED	TOTAL
<b>NetDesigner CLIENT LICENSES</b>								
NetDesigner Editor CU (Concurrent Use) Rights to Use License (Licensed per Concurrent User) Includes Fiber Management Requires ESRI ArcEditor CU License- NOT INCLUDED	\$14,000	2	40%	\$8,400	\$16,800	\$2,800	\$5,600	\$22,400
Sub-Total					\$16,800		\$5,600	
<b>TOTAL SOFTWARE LIC. &amp; MAINTENANCE</b>								\$22,400
<b>GRAND TOTAL</b>								\$22,400

**PRICING NOTES:**  
 Software and Annual Support to be invoiced 100% on shipping.  
 Professional Services to be invoiced as per delivery milestones detailed in statement of work.  
 Software proposal is subject to Standard Enghouse License, Support and Professional Services Agreement  
 Discounts indicated are applicable to this order, combination and quantities of licenses only.  
 Discount levels are subject to change and many not be valid based on changed quantities.  
 First year of support is mandatory.  
 Support includes OEM ESRI Software if licensed from Enghouse. ESRI licenses are bundled OEM Licenses. Other services, modules and extensions for ESRI ArcGIS from ESRI may not be available to OEM licensed users. Please check with ESRI  
 Please see additional Enghouse Standard Terms and Conditions.



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 Markham, Ontario L3R 0G4  
 Canada  
 Tel: +1 (905) 946 3200  
 Fax: +1 (905) 946 3201

**ENGHOUSE PROPOSAL**

<b>DATE:</b>	17-Oct-14	<b>ENGHOUSE ACCOUNT MANAGER:</b>	Madhav Malhotra
<b>END USER/CUSTOMER:</b>	Iowa Communications Network	<b>EMAIL:</b>	<a href="mailto:mmalhotra@enghouse.com">mmalhotra@enghouse.com</a>
<b>ADDRESS:</b>	Grimes State Office Building 400 East 14th Street, Des Moines, IA 50319	<b>TEL:</b>	905-754-4124
<b>ATTN:</b>	Brian Clayton		
<b>PARTNER:</b>	Direct		
<b>PROPOSAL VALIDITY:</b>	31-Dec-14		
<b>PROPOSAL CURRENCY:</b>	US Dollars		
<b>TERMS &amp; CONDITIONS:</b>	SUBJECT TO ENGHOUSE STANDARD TERMS AND CONDITIONS		
<b>PAYMENT TERMS:</b>	NET 30 days		

DESCRIPTION	UNIT PRICE	QTY	DISCOUNT	UNIT PRICE	EXTENDED	ANNUAL SUPPORT	ANNUAL SUPPORT EXTENDED	TOTAL
<b>NetDesigner CLIENT LICENSES</b>								
NetDesigner Editor CU (Concurrent Use) Rights to Use License (Licensed per Concurrent User) Includes Fiber Management Requires ESRI ArcEditor CU License - NOT INCLUDED	\$14,000	2	40%	\$8,400	\$16,800	\$2,800	\$5,600	\$22,400
<b>NetDesigner Workstation Modules (One-time Fee Per System):</b>								
Structures Management Module	\$5,000	1	40%	\$3,000	\$3,000	\$1,000	\$1,000	\$4,000
Inside Plant Module	\$7,500	1	40%	\$4,500	\$4,500	\$1,500	\$1,500	\$6,000
NetDesigner Viewer CU License (Licensed per Concurrent User) Requires ESRI ArcVIEW CU OEM License - NOT INCLUDED	\$2,000	4	40%	\$1,200	\$4,800	\$400	\$1,600	\$6,400
<b>NetDesigner SERVER OPTIONS</b>								
PLEASE NOTE THAT SERVER OPTIONS ARE NOT REQUIRED FOR SINGLE USER MODE								
NetDesigner Enterprise Server STANDARD Includes: 4 Cores License Requires ESRI ArcGIS Enterprise Standard Server License - NOT INCLUDED Requires Oracle or SQL Server RDBMS License - NOT INCLUDED	\$15,000	1	40%	\$9,000	\$9,000	\$3,000	\$3,000	\$12,000
Sub-Total					\$38,100		\$12,700	
<b>TOTAL SOFTWARE LIC. &amp; MAINTENANCE</b>								\$50,800
<b>PROFESSIONAL SERVICES</b>								
Please refer to SOW.ICN.2014.1v3 for details								
NetDesigner Installation and Deployment (DAYS) Does not include Data Migration/Conversion/Entry Does not include Integration		5		\$1,500				\$7,500
Training - User and Admin (DAYS) Classroom size 8 max		4		\$1,500				\$6,000
Data Conversion, Requirements Gathering Please refer to SOW.ICN.2014.1v3 for details		7		\$1,200				\$8,400
Data Conversion, NetDesigner Geodatabase Please refer to SOW.ICN.2014.1v3 for details		26		\$1,200				\$30,960
<b>TOTAL PROFESSIONAL SERVICES</b>								\$52,860
Project Administration		1		\$3,000				\$3,000
<b>GRAND TOTAL</b>								\$106,660

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 Please see additional Enghouse Standard Terms and Conditions.