

**AMENDMENT 4
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 add Schedule A.1, Scope of Services, Appendix 1, Designated Fiber Assignment Matrix, and Appendix 2, As-Built Drawings for the Ames Transportation System Project (attached).

SECTION 2. AMENDMENT ALLOWED. Section 3.1 of the Agreement provides for this Amendment with mutual written consent of the Parties.

SECTION 3. 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: *Barbara Espeland* Date: *2/26/2013*
Title: *IT Division Director*

IOWA COMMUNICATIONS NETWORK

By: *Mark Johnson* Date: *2-28-13*
Title: *Administration Director*

Schedule A.1
Scope of Services
I-35 Corridor Ankeny to Ames Intelligent Transportation System Project

Project Description: The DOT installed an Intelligent Transportation System (ITS) in Ames, Iowa along U.S. 30 to Nevada, Iowa. To accomplish this request, ICN shall provide the installation design and oversight of the project installation.

DOT Project Number: ITS-000-S(529)--25-00

The ICN will also provide maintenance for the Designated Fiber specified within this Agreement

DOT RESPONSIBILITIES.

- A) The DOT shall reimburse the ICN in an amount not to exceed \$15,000 for the installation of fiber optic cable, hand holes, and termination of fiber described in Item A of ICN RESPONSIBILITIES.
- B) The DOT shall reimburse the ICN in an amount not to exceed \$60,000 for the installation described in Item B of ICN RESPONSIBILITIES. The basis of payment shall be the invoiced cost from the ICN's contractor for labor and materials associated with the installation described in Items B of ICN RESPONSIBILITIES. Any costs exceeding \$60,000 shall be negotiated by an Amendment to the Master Agreement 08-043.
- C) Upon system completion, the DOT will own all ICN installed fiber and conduit referenced in ICN RESPONSIBILITIES Item A and B and shall provide ICN Indefeasible Right to Use the fibers as described in the Appendix 1 – Designated Fiber Assignment Matrix
- D) DOT Equipment. DOT shall have sole responsibility for installation, testing and operation of DOT Equipment. The ICN shall not be responsible for the operation or maintenance of any DOT Equipment. The ICN shall not be responsible for the transmission or reception of communications or signals by DOT Equipment or for the quality of, or defects in, such transmission or reception.
- E) Installation of DOT Equipment. Once the fiber installation is complete, DOT may install DOT Equipment at any time thereafter. DOT may modify the Designated Dark Fiber by splicing, terminating, or otherwise extending its facilities. Any splicing or testing performed by DOT shall comply with the standards described in Exhibit B of the Agreement.
- F) All fiber preparation, testing, and associated build out costs, as well as any necessary network location upgrades required to enable DOT access to and to utilize the Designated Fiber, will be the responsibility of DOT.

ICN RESPONSIBILITIES.

- A) The ICN shall install a 72 count Single-Mode fiber sheath from U.S. 30 at 19th Street in Nevada westerly along U.S. 30 to the Iowa State University College of Veterinary Medicine (Vet Med) in Ames.
- B) The ICN shall install a 2" HDPE conduit from a hand hole near the DOT Maintenance Garage at 57073 U.S. Hwy 30 westerly to an ICN hand hole located near the Iowa State University Veterinary Medicine. Install hand holes, at locations along the fiber path described in ICN RESPONSIBILITIES Item A and the conduit path in this Item, as requested by the DOT.
- C) The ICN shall provide for the splicing and/or termination of fiber optics as mutually agreed to by the DOT and ICN.
- D) The ICN will locate and perform all maintenance of new fiber sheaths.
- E) Maintain current all "As Built" drawings shown in Appendix 2.

ICN PROPERTY. Except as provided in the Installation of DOT Equipment section of this Scope of Services, DOT shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair or otherwise tamper with any ICN property without the written consent of the ICN. The Parties agree that no party other than the ICN or a contractor under the direct supervision of the ICN shall be permitted to perform maintenance or splicing on the Fiber. Splicing and Maintenance information is more fully explained in Exhibits A & B attached to the Agreement.

FIBER MAINTENANCE. The ICN provides for restorative maintenance actions as reported by the DOT's point of contact, as defined in Exhibit B of the Agreement 08-043. The ICN, through its installation and maintenance partners, will provide for trouble shooting, as deemed necessary or appropriate (refer to Exhibit B of the Agreement for trouble resolution). In instances where CPE failures cause the trouble, the ICN must notify DOT what, if any, charges may result in additional trouble resolution measures. DOT will determine whether additional services will be provided by the ICN.

The ICN and DOT shall proportionally share costs as they relate to, but not limited to, moves, adds, changes, upgrades, relocations, emergency repairs, etc. that are or may be required in order to maintain proper operation of the dark fiber. Cost sharing shall be calculated based on each Party's proportionate share of lit fibers within each fiber segment.

- If cable relocates or changes to the fiber are at the request or requirement of DOT or ICN, the requesting/requiring Party shall be responsible for the associated costs.
- If the fiber must be moved or altered at the request or requirement of a third party, and if the cost is unable to be recovered from the third party, the cost shall be shared proportionally between the ICN and DOT.
- If the DOT allocates some of their fibers to other entities, it shall be DOT's responsibility to collect the fair/proportional share of costs for relocates and/or repairs from those entities.

The ICN, or the ICN's authorized contractor, shall perform all maintenance on the Fiber, including any Fiber repairs, Fiber restoration, and Fiber relocation that becomes necessary during the term of this Agreement. If the ICN incurs any costs associated with Fiber repairs, Fiber restoration, or Fiber relocation, DOT and ICN shall proportionally share the related cost as described above.

ICN's maintenance obligations shall be coterminous with the ICN's use of the designated fiber. If the ICN terminates use of the designated fiber, the ICN and DOT may enter into a separate agreement for the maintenance of the DOT's fiber.

COMPENSATION.

The DOT shall reimburse the ICN in an amount not to exceed \$15,000 for the services described in Item A and Item C of ICN RESPONSIBILITIES. Any costs exceeding \$15,000 shall be negotiated by an Amendment to the Master Agreement 08-043.

The DOT shall reimburse the ICN in an amount not to exceed \$60,000 for the services described in Item B of ICN RESPONSIBILITIES. Any costs exceeding \$60,000 shall be negotiated by an Amendment to the Master Agreement 08-043.

TERM. This Amendment shall be effective upon signature of both parties and shall continue until October 1, 2032.

APPENDIX 1
Designated Fiber Assignment Matrix

- A. 72 count SM fiber sheath from U.S. 30 at 19th Street in Nevada west to the Iowa State University College of Veterinary Medicine in Ames.
- Blue Tube: ICN (ICN IRU to IRHTP)
 - Orange Tube: ICN (ICN IRU to IRHTP)
 - Green Tube: ICN (ICN IRU to IRHTP)
 - Brown Tube: DOT
 - Slate Tube: DOT
 - White Tube: ICN

Maintenance Provider: ICN