

## FDP Subaward Amendment

Awarding Agency  Amendment No   
PTE/Prime Award No.  Subaward No

Pass-Through Entity (PTE)

Subrecipient

Entity Name   
 Contact Email   
 Principal Investigator

Project Title

| Cumulative Budget Period(s)                         |   | Amount Funded This Action                 | Total Amount of Funds Obligated to Date    |
|---|---|---|--|
| (Agreement Start Date)                              | (End Date of Latest Budget Period)                |   |  |
| Start Date: <input type="text" value="02/08/2024"/> | End Date: <input type="text" value="02/07/2027"/> | <input type="text" value="\$ 22,286.00"/> | <input type="text" value="\$ 143,571.00"/> |

Subrecipient Cost Share ☐ Subject to FFATA ☐ Subrecipient UEI (Unique Entity Identifier - May leave blank if unchanged from prior Agreement)

### Amendment(s) to Original Terms and Conditions

This Amendment revises the above-referenced Subaward Agreement as follows:

☐ Additional Budget Period

☐ No Cost Extension

☒ Additional Funding

Additional funding in the amount of  is hereby obligated to this Subaward.

☐ Deobligation

Carryover is  Carryover is allowed across all budget periods.

☐ Carryover Authorized

☒ Detailed Budget/Scope of Work/Notice of Award Attached (Specify if the Budget and Scope of Work are "New", "Revised", or "Supplemental" in dropdown or "Other")

is incorporated by attachment to this Amendment.

☒ Other (See Below)

1. A revised total budget for this increase is provided as Attachment A to this Amendment.
2. Per PHS Conflict of Interest (COI) regulations effective 08/24/2012, complete COI policy statement information in Attachment B.
3. The Statement of Work, included as Attachment C to this Amendment, is added and incorporated into the SOW included in Attachment 5 of the original agreement.

*For clarity: all amounts stated in this amendment are in United States Dollars.*

**All other terms and conditions of this Subaward Agreement remain in full force and effect.**

| By an Authorized Official of PTE:                                 |                      | By an Authorized Official of Subrecipient: |                      |
|---|----------------------|--|----------------------|
| Name  | Date                 | Name                                       | Date                 |
| <input type="text" value="Benjamin J. Pinter"/>                   | <input type="text"/> | <input type="text"/>                       | <input type="text"/> |
| <input type="text" value="Contract Administration Intermediate"/> |                      | <input type="text"/>                       |                      |

| CoAA_University of Michigan Transportation Research Institute<br>to USDOT/ FHWA- NOFO Number: 693JJ32NF00010<br>Advanced Transportation Technology and Innovation (ATTAIN) Program<br>"AACE 2.0: The Ann Arbor Connected Environment Reimagined" |                            |                |                                  |     |   |       |   |       |  |     |                                   |     |                                    |     |   |     |  |     |  |        |                                    |        |        |
|--|----------------------------|----------------|----------------------------------|-----|---|-------|---|-------|--|-----|-----------------------------------|-----|------------------------------------|-----|---|-----|--|-----|--|--------|------------------------------------|--------|--------|
| TOTAL FEDERAL BUDGET   |                            |                | Task 1:<br>Program<br>Management |     | Task 2:<br>Systems<br>Engineering and<br>Design |       | Task 3: C-V2X<br>Infrastructure<br>Retrofit |       | Task 4:<br>Intersection<br>Certification |     | Task 5: C-V2X<br>Vehicle Retrofit |     | Task 6: Heat<br>Map V2V<br>Testing |     | Task 7: 5GAA Day<br>1 Application<br>Development and<br>Testing |     | Task 8: Data<br>Collection,<br>Management,<br>and Analysis |     | Task 9:<br>Outreach and<br>Education and<br>Workforce<br>Development |        | TOTAL BUDGET<br>06/1/23 - 05/30/26 |        |        |
| Name*  | Project Role               | Hourly<br>Rate | Hrs                              | Amt | Hrs   | Amt   | Hrs   | Amt   | Hrs                                      | Amt | Hrs                               | Amt | Hrs                                | Amt | Hrs   | Amt | Hrs  | Amt | Hrs  | Amt    | Hourly<br>Rate                     | Hrs    | Amount |
| Moreno, Mark   | Supervisor                 | Varied         | 0                                | 0   | 10  | 438   | 48  | 2,115 | 5  | 219 | 0                                 | 0   | 0                                  | 0   | 0   | 3   | 132  | 6   | 264  | Varied | 72                                 | 3,169  |        |
| Tracy, Ashton  | Electrician                | Varied         | 0                                | 0   | 0   | 0     | 60  | 1,672 | 5  | 139 | 0                                 | 0   | 0                                  | 0   | 0   | 3   | 84   | 0   | 0  | Varied | 68                                 | 1,895  |        |
| Raupp, Joe   | Electrician                | Varied         | 0                                | 0   | 0   | 0     | 60  | 1,672 | 5  | 139 | 0                                 | 0   | 0                                  | 0   | 0   | 3   | 84   | 0   | 0  | Varied | 68                                 | 1,895  |        |
| Tomich, John   | Electrician                | Varied         | 0                                | 0   | 40  | 1,579 | 199   | 7,888 | 5  | 197 | 0                                 | 0   | 0                                  | 0   | 0   | 3   | 119  | 6   | 238  | Varied | 247                                | 10,021 |        |
| Hogan, Scott   | Electrician                | Varied         | 0                                | 0   | 0   | 0     | 60  | 1,932 | 5  | 161 | 0                                 | 0   | 0                                  | 0   | 0   | 3   | 97   | 0   | 0  | Varied | 68                                 | 2,190  |        |
| Patterson, David   | Electrician                | Varied         | 0                                | 0   | 0   | 0     | 60  | 1,975 | 5  | 165 | 0                                 | 0   | 0                                  | 0   | 0   | 3   | 99   | 0   | 0  | Varied | 68                                 | 2,239  |        |
| Niemi, Andrew  | Electrician                | Varied         | 0                                | 0   | 0   | 0     | 60  | 1,755 | 5  | 146 | 0                                 | 0   | 0                                  | 0   | 0   | 3   | 88   | 0   | 0  | Varied | 68                                 | 1,989  |        |
| Osborne, Jake  | Electrician                | Varied         | 0                                | 0   | 0   | 0     | 60  | 1,797 | 5  | 150 | 0                                 | 0   | 0                                  | 0   | 0   | 3   | 90   | 0   | 0  | Varied | 68                                 | 2,037  |        |
| Gurnee, Pete   | Electrician                | Varied         | 0                                | 0   | 0   | 0     | 60  | 1,797 | 5  | 150 | 0                                 | 0   | 0                                  | 0   | 0   | 3   | 90   | 0   | 0  | Varied | 68                                 | 2,037  |        |
| Longworth, Step  | Electrician                | Varied         | 0                                | 0   | 0   | 0     | 60  | 2,253 | 5  | 188 | 0                                 | 0   | 0                                  | 0   | 0   | 3   | 113  | 0   | 0  | Varied | 68                                 | 2,554  |        |
| Sype, Jeremy   | Electrician                | Varied         | 0                                | 0   | 0   | 0     | 60  | 2,368 | 5  | 197 | 0                                 | 0   | 0                                  | 0   | 0   | 3   | 119  | 0   | 0  | Varied | 68                                 | 2,684  |        |
| Stein, Tyler   | Electrician                | Varied         | 0                                | 0   | 0   | 0     | 60  | 1,672 | 5  | 139 | 0                                 | 0   | 0                                  | 0   | 0   | 3   | 84   | 0   | 0  | Varied | 68                                 | 1,895  |        |
| Hess, Raymond  | Transportation Manager     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| Steglitz, Brian  | Public Services Area Admin | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| Liu, Luke  | Engineer                   | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| Shewchuk, Tom  | ITSD Director              | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| Harris, David  | Network Administration     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0.00   | \$0.00                     | Varied         | 0                                | 0   | 0   | 0     | 0   | 0     | 0  | 0   | 0                                 | 0   | 0                                  | 0   | 0   | 0   | 0  | 0   | 0  | Varied | 0                                  | 0      |        |
| \$0  |                            |                |                                  |     |   |       |   |       |  |     |                                   |     |                                    |     |   |     |  |     |  |        |                                    |        |        |

## **ATTACHMENT B**

### **Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply (Select One):

☐ PTE      ☒ Subrecipient

If applying its own COI policy, by execution of this Amendment, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified on the facepage of this Amendment.

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A of the Original Subaward Agreement. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized and within 45 days of any subsequently identified COI.

# City of Ann Arbor

## Amendment to the Statement of Work

The following items are in addition to the original statement of work for the project AACE 2.0: The Ann Arbor Connected Environment Reimagined. The period of performance is from February 8, 2024 through February 7, 2027. This is part of agreement subk0018825 between UM and The City of Ann Arbor under a grant from the Department of Transportation and all applicable terms and conditions apply.

### 1. Data Center Facility Services.

- a. CoAA agrees to host certain subscriber<sup>1</sup>-owned computing equipment with the Provider's<sup>2</sup> Wheeler Service Center and provide limited data center facility services as outlined below.

#### **b. Services**

- i. Provide secure physical space (rack/units) for Subscriber's hardware.
- ii. Provide managed power distribution, backup power, and climate control.
- iii. Provide controlled facility access for Subscriber-authorized personnel.
- iv. Maintain general facility operations and basic environmental monitoring.
- v. Notify Subscriber of any planned outages or major incidents impacting service.
- vi. Provide network connectivity as appropriate

#### **c. Responsibilities**

##### **i. Provider Responsibilities**

- 1. Maintain facility in good working condition with standard operational and security practices.
- 2. Grant data center access to Subscriber's authorized staff during agreed access hours.
  - a. Data center is subjected to LEIN security measures. Subscriber access must be supervised for compliance purposes.

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<sup>1</sup> Subscriber is defined as the Regents of the University of Michigan, a Michigan constitutional corporation

<sup>2</sup> Provider is defined as the City of Ann Arbor, a Michigan municipal corporation

3. Take reasonable measures to protect facility from unauthorized access, environmental hazards, or utility outages.
- ii. Subscriber Responsibility
  1. Supply and maintain all owned hardware and software.
    - a. Maintain appropriate security patching of equipment, quarterly or more frequently.
  2. Maintain all necessary backups for Subscriber's systems; Provider has no backup obligations for Subscriber data.
  3. Ensure equipment meets facility specifications for power, cooling, and rack mounting.
  4. Comply with all facility access and security policies.
  5. Promptly remove equipment upon termination of this Agreement.
  6. 4. Term & Termination
- d. Term & Termination
  - i. Initial Term: Upon installation through February 7, 2027 (project end date).
  - ii. Automatically renews for any project extension with USDOT (FHWA) that may be entered into in the future.
  - iii. Automatically renews for successive one-year terms unless either party provides written non-renewal notice at least 30 days prior to the end of the current term.
  - iv. Either party may terminate for any cause, including convenience, with 60 days written; Subscriber remains responsible for all costs through the end of the notice period.
- e. Fees & Payment
  - i. Annual Hosting Fee: \$600 per Server Rack Unit per year, invoiced annually in advance on October 1.
  - ii. Fees include space, power, cooling, and access as described above.
  - iii. Additional services, if agreed, will be billed at Provider's then-current rates.
- f. Access & Security
  - i. Subscriber staff must present identification and comply with Provider's access control procedures.
  - ii. All visitors must be escorted unless otherwise pre-approved.
  - iii. Provider may temporarily suspend access in case of emergency or security incident.

- g. Liability & Indemnification
  - i. Services are provided “as is” without warranties, express or implied.
  - ii. Neither party is liable to the other for indirect, incidental, special, or consequential damages.
  - iii. Each party remains responsible for its own negligent acts and omissions and retains all governmental immunity provided under applicable law.
  - iv. Subscriber remains solely responsible for its data and equipment.
- h. Confidentiality
  - i. Any confidential information shared between parties will be clearly marked as confidential and protected from disclosure, except as required by law.
  - ii. Upon termination, each party will return or destroy confidential materials upon request.
- i. Independent Contractors
  - i. The relationship between the parties is that of independent contractors; no employment, partnership, or joint venture is created.
- j. Entire Agreement
  - i. This document represents the full agreement between the parties and supersedes any prior discussions or understandings. Any changes must be in writing and signed by both parties.

## **2. Preparing and Submitting Right of Way (ROW) Construction Permits to the Michigan Department of Transportation (MDOT)**

- a. Provider, or their designated consultant, will prepare and submit ROW construction permits to MDOT for the following intersections:
  - i. Huron and Seventh (MDOT)
  - ii. Dexter, Huron, Jackson & Revena
  - iii. Division & Huron
  - iv. S. University & Washtenaw
  - v. Hill & Washtenaw
  - vi. Stadium Bedford & Washtenaw
  - vii. Pittsfield & Washtenaw
  - viii. Brockman & Washtenaw
  - ix. Huron & Main
  - x. US-23 SB Ramp & Washtenaw
  - xi. I-94 & State EB Exit Ramp
  - xii. Jackson and Maple
  - xiii. Huron Pkwy & Washtenaw

- xiv. Depot & Main
  - xv. Plymouth & US-23 NB Exit
  - xvi. I-94 WB Exit/Entrance & Jackson
  - xvii. Ann-Arbor Saline/I-94 WB Ramp
- b. Provider, or their designated consultant, will collect drawings of proposed device installation and MOT (Maintenance of Traffic) from UMTRI contractors. Provider, or their designated consultant, will prepare draft permit packages and submit through the MDOT permit application portal, track review comments and coordinate responses/revisions with MDOT Region/TSC permit staff. Once approved, AECOM will provide copies of approved permits to UMTRI. Provider, or their designated consultant, will attend up to two virtual or in-person meetings with MDOT staff.
- c. Deliverables
  - i. Permit application forms for the seventeen (17) intersections.
  - ii. Record of correspondence with MDOT and other stakeholders.
  - iii. Approved ROW Construction Permits from MDOT.
- d. Assumptions
  - i. UMTRI will provide proposed device install drawings if available.
  - ii. Surveying is excluded from this scope of work.
  - iii. Environmental clearances are not anticipated. If required, additional scope may be needed.
  - iv. Construction inspection and contractor coordination are not included in this SOW.
- e. Schedule
  - i. Permit preparation and submittals: one (1) week.
  - ii. MDOT review and approval: dependent on MDOT, typically four (4) to six (6) weeks.
- f. Not to exceed \$10,280.

### **3. Memorandum of Understanding (MOU) with the Michigan Department of Transportation (MDOT)**

- a. Provider will enter into a MOU with MDOT for the operations and maintenance of the devices installed and any changes to the signal controller configuration for the intersections listed in section 2.
- b. No additional budget is allocated for this task.

### **4. Replace GridSmart Processor at Plymouth and Huron Parkway**

- a. Provider will replace the existing GridSmart processor with a GridSmart Gen 3 processor at Plymouth Road and Huron Parkway.

- b. Provider will take advantage of the GridSmart buyback program currently underway.
- c. Provider will be responsible for any additional GridSmart processors that will need to be replaced.
- d. Not to exceed \$8,600.