



Contract Cover Sheet

<u>CONTRACT INFORMATION</u>	
Requesting/Managing Department	Transit Division
Preparing Department	Purchasing Services
Contract Name	Transit Camera Replacement
Contractor Name	IT Outlet
Estimated Amount	\$57,761
Funding Source(s)	554000-665-665000-665285
Contract Number/RFB Number	PUR1123-147
City Council Resolution Number	
CIP / DID Number (On Base # - City Clerk)	PUR1123-147
Term of Contract	April 10, 2024 through June 30, 2024
Type	Firm-fixed pricing
Summary	Contract for replacement of security cameras at the Transit Bus Garage and Ground Transportation Center
<u>CONTRACT PERSONNEL</u>	
Requestor's Name	Sergio Hill
Contract Administrator	Rebecca Johnson
Project Manager	Sergio Hill
Department Director	Angie Charipar
Department Manager	Brad DeBrower
AP Specialist Assigned	Anna White



CONTRACT FOR TRANSIT CAMERA REPLACEMENT

**BETWEEN
THE CITY OF CEDAR RAPIDS
AND
IT OUTLET**

**CONTRACT NUMBER
PUR1123-147**

**Prepared by
City of Cedar Rapids
Finance Department - Purchasing Services Division**

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ATTACHMENTS:

- A SCOPE OF WORK
- B CONTRACTOR INSURANCE REQUIREMENTS AND DOCUMENTS
- C PAYMENT AND PERFORMANCE BONDS
- D AXIS PRODUCT LIST AND SPECIFICATIONS
- E BUS GARAGE LAYOUT WITH CURRENT PLACEMENT AND PROPOSED SOLUTIONS
- F GTC LAYOUT WITH CURRENT PLACEMENT AND PROPOSED SOLUTIONS

Contract #PUR1123-147

This agreement, hereinafter referred to as "Contract", is by and between IT Outlet, hereinafter called "Contractor" and the City of Cedar Rapids, Iowa, hereinafter called "City" and is to be effective on the date it is executed by the City as shown herein below. Both Parties may be referred individually as "Party" and jointly as "Parties".

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1.0 GENERAL CONTRACT

- 1.1 In accordance with the provisions and conditions of this Contract, Contractor hereby freely enters into this Contract for the purpose of providing Work to the City and to be compensated for the Work. Execution of this Contract by the Contractor and the City constitutes written authorization to the Contractor to proceed with the Scope of Work contained herein.
- 1.2 Special terms and conditions specific to this Contract are found in Attachment A, SCOPE OF WORK.

2.0 DEFINITIONS

- 2.1 "Project" shall be the City description of the essence of what is being accomplished through the performance of this Contract. Project shall be the same as what is used in the RFB documents for this Contract.
- 2.2 "Work" shall mean all necessary labor, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Scope of Work as defined in this Contract in Section 4.0 and Attachment A, SCOPE OF WORK.
- 2.3 "Documents" shall mean drawings, design plans, specifications, photos, reports, information, observations, calculations, notes, electronic media, survey notes, special studies, personnel information, and any other records or reports, accounting records, data or information, in any form, prepared, collected, or received by Contractor, or its Subcontractors, if any, in connection with any or all of the Work associated with this Contract.
- 2.4 "Subcontractor" shall mean any person or entity retained by the Contractor as an independent Contractor to provide a portion of the core Work required for completion of the Work specified in this Contract.
- 2.5 "Contract Number" shall be a unique number used by the City as reference for this Contract.

3.0 TERM OF CONTRACT

- 3.1 The term of the Contract shall be April 10, 2024 through June 30, 2024.
- 3.2 The Contract may be extended by written mutual agreement by the City and the Contractor.

4.0 SCOPE OF WORK

- 4.1 The Contractor shall, at its sole cost and expense, provide, perform and complete all Work in full compliance with and as required by or pursuant to this Contract and as defined in Attachment A, SCOPE OF WORK, which is attached and made a part hereof.
- 4.2 The Contractor shall not commence or perform any Work outside the Scope of Work or change the Scope of Work until authorized in writing by the City Manager, as documented in Section 28.0 of this Contract. No changes to the Scope of Work shall be valid unless made in writing and agreed to by both the City and the Contractor and documented as an amendment to this Contract.
- 4.3 The City reserves the right to make changes to the Scope of Work to be provided which are within the Project.

5.0 CITY'S RESPONSIBILITIES

City's responsibilities for this Project are included in Attachment A, SCOPE OF WORK.

6.0 COMPENSATION FOR WORK

- 6.1 The City shall compensate the Contractor for the Work performed under this contract. Compensation shall be unit pricing for equipment for a total amount of \$47,761 and an all-inclusive firm-fixed price of \$10,000 for all labor and other expenses for a total contract amount of \$57,761 for the Scope of Work described in Attachment A, to be invoiced following completion of Work.
- 6.2 Only allocable expenses and Work performed on or after the execution date of this Contract shall be eligible for compensation.

- 6.3 Actual travel time to and from the work location is not reimbursable under this contract.
- 6.4 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.
- 6.5 No price escalation will be allowed during the term of this Contract.

7.0 INVOICE PROCEDURE AND PAYMENT TERMS

7.1 Invoice Procedure

- 7.1.1 Invoices should be submitted within thirty (30) days after the Work is completed.
- 7.1.2 All invoices and supporting documentation shall be submitted at the intervals as agreed upon:

In a PDF format via e-mail to: accountspayable@cedar-rapids.org or

Via US mail to: City of Cedar Rapids Finance Department – Accounts Payable
101 First Street SE, PO Box 2148
Cedar Rapids, IA 52406-2148

- 7.1.3 As a minimum, Contractor invoices shall include the following information:

- Contractor name and address
- Date and location of installation
- City PO number
- Description of equipment installed
- Quantity
- Unit price
- Extended price
- The total amount being invoiced
- The Project Number / Contract Number (#PUR1123-147)

- 7.1.4 The City of Cedar Rapids is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made. The Cedar Rapids Tax ID number is 42-6004336.

7.2 Payment Terms

- 7.2.1 Payment terms for Work authorized under this Contract shall be net forty-five (45) days, less any applicable retainage, upon receipt of an acceptable original invoice, as noted in Section 7.1.2, and after Work is provided and accepted and all required invoice support documentation is received in a format acceptable to the City.
- 7.2.2 All payments due hereunder shall be paid in U.S. Dollars.
- 7.2.3 The City may withhold payment per Section 12.0 of this Contract.

7.3 Bonds

Payment and Performance Bonds - Contractor shall furnish payment and performance bonds, each in an amount equal to the Contract price as security for the faithful performance and payment of all Contractor's obligations under the Contract documents. These bonds shall remain in effect at least until two years after the Work is fully accepted by the City.

8.0 TREATMENT OF DOCUMENTS

8.1 Ownership

All documents and other materials prepared by the Contractor in connection with this project are the City's sole property in which the Contractor has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the Contractor by the City shall remain the sole property of the City. Nothing written in this paragraph, however, will be interpreted to forbid the Contractor from retaining a single copy of information for its files.

8.2 Confidentiality

Any individual subcontracted or employed by the Contractor with authorized access to personnel information documents, if any, is given access to use any personnel information in the documents solely for the purpose of performing the Work of the Contract and must not divulge this information to anyone without a need to know.

Confidentiality of personnel information contained in the documents shall survive the completion or termination of the Contract subject to applicable state statutes.

8.3 Disposal

If at any time during the performance of the Contract or following completion or termination of the Contract, Contractor and/or its subcontractors chooses to dispose of documents, disposal of documents shall:

- a) comply with any retention requirements of the agreement, and
- b) be in a manner such that documents or information in the documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

8.4 Access/Retention

During the term of the Contract or following completion or termination of the Contract the Contractor and its Subcontractors, if any, shall maintain all accounting records and other documentation generated in performing the Work under the Contract.

The City or any duly authorized representative of the City shall have access to all such information for the purpose of inspection, audit and copying during normal business hours. All such information shall be retained for five (5) years from the date of final payment and after all other pending matters under the Contract are closed.

This access shall be made available to the City or duly authorized agent and shall be considered incidental to the Scope of Work contained herein. As such, there shall be no additional compensation allowed the Contractor for maintaining this information and allowing the herein described access.

9.0 **AUDITS**

9.1 The City shall be allowed to audit the Contractor's records prior to considering an amendment to the Contract, Schedule, or Scope of Work.

9.2 If Project is funded in any way utilizing Federal Funds the Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

10.0 **INDEPENDENT CONTRACTOR**

Both Parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

11.0 **TERMINATION**

11.1 Termination of Award for Convenience

The City may terminate the Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under this Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

11.2 Default and Termination for Cause

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the terms or conditions of this Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all completed Work, documents, and delivered materials shall, at the option of the City, become its property, and the Contractor shall be entitled to receive compensation for any satisfactory Work completed, and delivered Materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City are determined.

11.3 Termination Notices

Termination notices sent hereunder shall be sent via mail that requires receipt acknowledgment, or by email or facsimile with first-class mail backup to Contractor and to City at their respective addresses and to the primary city contact listed Section 32.0 of this Contract or to such other address/person as the Parties shall provide.

12.0 CITY'S RIGHT TO WITHHOLD

12.1 Notwithstanding any other provision of this Contract and without prejudice to any of City's other rights or remedies, the City shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate City for any actual or prospective loss due to:

- a) Work that is defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Contractor;
- b) Damage for which Contractor is liable under this Contract;
- c) Valid liens or claims of lien;
- d) Valid claims of Subcontractors or other persons;
- e) Delay in the progress or completion of the Work;
- f) Inability of Contractor to complete the Work;
- g) Failure of Contractor to properly complete or document any pay request or invoice;
- h) Any other failure of Contractor to perform any of its obligations under this Contract; or
- i) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in this Contract.

12.2 The City shall be entitled to retain any and all amounts withheld until the Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the City. The City shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the City and chargeable to the Contractor under this Contract.

13.0 INSURANCE

13.1 Prior to the start of the Work, and at all times during the term of the Work and this Contract, and any extensions thereof, the Contractor shall purchase, at its own expense, and maintain insurance with companies in good standing and acceptable to the City. Such insurance will protect the Contractor from liability and claims for injuries and damages which may arise out of or result from the Contractor's operations under this Contract and for which the Contractor may be liable, whether such operations are by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

13.2 For the protection of the Contractor and the City, but without restricting or waiving any obligations of the Contractor herein contained, the Contractor shall insure the risks associated with the Work and this Contract with minimum coverages and limits as set forth in Attachment B, INSURANCE REQUIREMENTS AND DOCUMENTS.

14.0 CONTROLLING LAW

This Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

15.0 REGULATORY AGENCY COMPLIANCE

Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Cedar Rapids expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the work they perform.

16.0 FORCE MAJEURE

Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore;

acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

17.0 DISPUTES

- 17.1 Should any disputes arise with respect to this Contract, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 17.2 The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute and the City shall continue to make payment for all Work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.
- 17.3 The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to stop or delay Work according to Attachment A, SCOPE OF WORK.

18.0 INDEMNIFICATION

The Contractor shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Contractor, its employees, Subcontractors or any independent Contractors working under the direction of either the Contractor or Subcontractor in the performance of this Contract.

19.0 WARRANTIES

19.1 Warranties - Goods

The Contractor warrants that all articles, materials and goods shall be consistent with manufacturer's specifications and will be free from defects. Without limitation of any rights which the City may have by reason of any breach of warranty, goods which are not as warranted may be returned at Contractor's expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

19.1 Warranties - Work

- 19.1.1 The Contractor shall perform Work for the City pertaining to the Project as set forth in this Contract.
- 19.1.2 Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of this Contract.
- 19.1.3 Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work done under this Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.
- 19.1.4 Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.
- 19.1.5 Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

19.2 Warranties – Intellectual Property

Contractor represents and warrants that all the materials, goods and services produced, or provided to the City pursuant to the terms of this Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and services. The Contractor represents and warrants that the materials, goods and services, and the City's

use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Contractor further represents and warrants that the materials and work do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Work contemplated by this Contract.

20.0 GENERAL TERMS

- 20.1 For projects equal to or greater than \$50,000 Section 4.03 of the Cedar Rapids Municipal Code requires that no Contract shall be deemed to be created or exist unless and until the City Council has adopted a resolution to award the project and to authorize the City Manager to sign the Contract.
- 20.2 The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Cedar Rapids or the State of Iowa.
- 20.3 All Attachments referred to in this Contract are hereby incorporated herein by this reference.
- 20.4 The invalidity or unenforceability of any particular provision(s) of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, and this Contract shall remain in full force and effect.

21.0 ENTIRE CONTRACT

This Contract and its Attachments contain the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced.

22.0 ASSIGNMENT

- 22.1 The City and the Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other Party to this Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Contract.
- 22.2 Any assignment or attempt at assignment made without prior written consent of the City shall be void.

23.0 SUBCONTRACTING

- 23.1 The Work relating to this Contract, or any portion thereof, unless documented in this Contract, may not be subcontracted without the prior written approval by the City Manager in the form of a Contract amendment, as documented in Section 28.0 of this Contract.
- 23.2 Requests to add Subcontractors shall be in writing and shall name the Work to be performed, the organization which will perform the Work, and the value of the Work to be performed and shall only be added by written amendment to this Contract.
- 23.3 Subcontractors which are shown as part of this Contract shall be deemed to be approved when this Contract is executed.
- 23.4 Subcontractors shall meet and be held to all of the terms and conditions of this Contract by the Contractor.

24.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Contractors, Subcontractors and Vendors that engage in contracts with the City of Cedar Rapids, Iowa agree as follows:

- 24.1 The Contractors, Subcontractors and Vendors will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, families with children, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide

occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship.

24.2 The Contractor, Subcontractor and Vendor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above.

24.3 The Contractor, Subcontractor and Vendor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Contractor, Subcontractor and Vendor.

25.0 ADA COMPLIANCE

25.1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act
<https://www.law.cornell.edu/uscode/text/42/12101>.

25.2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation -
<https://www.ada.gov/regs2010/2010ADAStandards/2010ADAstandards.htm>, Section 504 of the 1973 Rehabilitation Act <https://www.ada.gov/cguide.htm#anchor65610>, and similar statutes and regulations prohibiting discrimination on the basis of disability.

25.3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Cedar Rapids relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

25.4. It is the responsibility of the Contractor to understand and implement the Accessible Design specifications indicated above (Article 26.1 and 26.2) into all applicable construction projects, including being aware of and making considerations for expected field or manufacturing tolerances, as stated in article 104.1.1 of the 2010 ADA Standards for Accessible Design. Further, the Contractor shall be responsible to make the construction workers aware of the specifications and tolerances in projects that involve ADA design items. Any subsequent inspection of installations of facilities or construction that results in failure to meet the Accessible Design parameters, these items shall be removed and replaced at the expense of the Contractor.

25.5. Required Adherence to 2010 ADA Standards for Accessible Design:

All work completed on any City of Cedar Rapids project will require strict adherence to the 2010 ADA Standards for Accessible Design. All aspects of the ADA codes for accessibility compliance will be monitored, audited and will require acceptance from the City of Cedar Rapids' ADA Accessibility Team via field audit, verification and documentation prior to any work being accepted or eligible for payment. Notice should be provided to the ADA Accessibility Team no less than two weeks prior to expected substantial completion so field audits can be scheduled and performed in a timely fashion. Failure to schedule these audits by the Contractor may result in delays in verifications and payment for completed work. Requests for audits should be directed to ADA-Audit-Request@cedar-rapids.org. After the audit is completed, the Contractor shall receive written notification of any failures requiring correction or a letter stating that the project is acceptable, whichever may apply. All ADA compliance work will be audited using a 2' (2 foot long) electronic inclinometer (2' electronic level) only. No other instrument will be an acceptable tool for measurement of slope on a City of Cedar Rapids Construction Project. ADA compliance requirements provide no construction tolerance whatsoever outside of that which is contained within the specification's allowable tolerances. (i.e.: For cross slope in an accessible route, the maximum slope allowed is 2.083% slope. The tolerance in this example is 0-2.083% and nothing more. 2.1% would constitute failure in this scenario.)

26.0 NON-COLLUSION STATEMENT

26.1 Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure this Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with this Contract.

26.2 There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under this Contract, or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in this Contract.

- 26.3 Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with this Contract.

27.0 CONFLICT OF INTEREST

Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor or sub-contractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

28.0 CONTRACT AMENDMENTS

- 28.1 No alteration, change, or modification of the Scope of Work, Schedule, or any of the terms or conditions of this Contract shall be valid unless made by written amendment.
- 28.2 This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract and signed by the City Manager.
- 28.3 The Contractor shall not commence any Work not included in the Scope of Work or change the schedule until authorized in writing by the City Manager in the form of a Contract amendment.
- 28.4 The Contractor shall not exceed the maximum fees, as noted in Section 6.0, without a prior written request to the City Purchasing Agent and authorization by written amendment to this Contract, including a change to the Scope of Work. The written request shall include documentation and justification for such request including a detailed cost and schedule impact to the Project.
- 28.5 Contractor shall make no claim for additional compensation in the absence of a written contract amendment to this Contract.

29.0 CLOSEOUT OF AGREEMENT

Upon completion of the Work included in this Contract, the Contractor shall submit the following:

- All documents requested by the City
- A final invoice

30.0 SURVIVAL

All express representations and indemnifications made in or given in this Contract will survive the completion of all Work of the Contractor under this Contract or the termination of this Contract for any reason subject to applicable state statutes.

31.0 SEVERABILITY

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

32.0 PRIMARY CONTACTS

City – Contract Administrator:		Contractor – Contract Administrator:	
Rebecca Johnson, Purchasing Agent		Kevin Huber, CEO	
City of Cedar Rapids, Iowa		IT Outlet	
101 First Street SE		1900 N. Walnut Ave.	
Cedar Rapids, Iowa 52401		Brandon, SD 57005-2082	
Phone	(319) 286-5062	Phone	(605) 275-4198
E-Mail	r.johnson2@cedar-rapids.org	E-Mail	kevin@itoutlet.com
City – Project Manager:		Contractor – Project Manager:	
Sergio Hill, Transit Supervisor		Kevin Huber, CEO	
Cedar Rapids Transit		IT Outlet	
427 8 th Street NW		1900 N. Walnut Ave.	
Cedar Rapids, Iowa 52405		Brandon, SD 57005-2082	
Phone	(319) 286-5514 / (319) 538-6806	Phone	(605) 275-4198
E-Mail	r.johnson2@cedar-rapids.org	E-Mail	kevin@itoutlet.com

33.0 EXECUTION BY COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on the date of the Contract duly authorized by all necessary and appropriate corporate action to execute this Contract.

CITY OF CEDAR RAPIDS, IOWA**IT OUTLET**

By: Jeffrey A. Pomeranz, City Manager 5/6/24
Date

[Signature] 4-9-24
Authorized Signature Date

Alissa Van Sloten 5/6/24
Attested by: Alissa Van Sloten, City Clerk Date

This Contract has been reviewed by the Finance Department – Purchasing Services Division of the City of Cedar Rapids and is approved for further processing.

FOR INTERNAL USE ONLY

Hendren Mull for DM 4/29/24
By: Diane Muench, CPPB, Purchasing Services Manager Date

ATTACHMENT A – SCOPE OF WORK

Whenever used in this Contract the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Contractor shall mean IT Outlet. The City's Project Manager shall mean Sergio Hill, Transit Supervisor, who is the designated coordinator and administrator for the Work under this project.

The Contractor shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Work (hereinafter "Work"). The Work will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

1. Background

The purpose of this project is to replace existing security cameras at the City's Bus Garage and Ground Transportation Center as requested by the Transit Division.

2. Scope of Work

The Contractor shall remove and dispose of existing security cameras and provide and install new security cameras at the Transit Division locations listed below.

- Ground Transportation Center, 450 1st Street SE, Cedar Rapids, Iowa
- Bus Garage, 427 8th Street NW, Cedar Rapids, Iowa

It is understood that the quantities included in this Contract are the anticipated quantities for new cameras to be installed for this project. Due to technology improvements that have led to cameras that provide broader coverage, the number of new cameras to be provided and installed by the Contractor is reduced from the number of existing cameras that will be removed by the Contractor.

3. Specifications for Transit Camera Replacement Project

3.1 The following specifications and installation plans are attached:

- Specifications – Axis Camera Upgrade, Attachment D
- Axis Product List (Bill of Materials - BOM), Attachment D
- Bus Garage Layout – current camera placement and proposed solutions, Attachment E
- GTC Layout – current camera placement and proposed solutions, Attachment F

3.2 General project requirements:

- Cameras shall be Axis brand as specified in this Contract – no substitutions will be allowed
- Current wiring can be used as deemed appropriate by the Contractor
- Once installed, new Axis cameras must be compatible for City staff to access through the City's existing Milestone XProtect software (live and recorded)
- No additional computers or software shall be needed

4. Contractor's Employees

Any person making deliveries to or working on City property must be identifiable by uniform, proper identification and a marked vehicle. The Contractor shall only furnish employees who are competent and skilled for work under the Contract.

If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the Contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under the Contract.

5. Furnish and Install Requirements

These Specifications may describe the various functions and types of work required to install the equipment purchased under this Contract. Any technical omissions of functions or types of work within these specifications but obviously necessary for the proper completion of the work shall not relieve the Contractor from furnishing, installing or performing such work where required to the satisfactory completion of the project. All costs associated with installation are included in the Contract pricing.

6. On-Site Work Hours

Hours of work must adhere to the City noise ordinance. In Commercial areas work may be performed during the hours of 6:30 am to 6:30 pm, Monday through Saturday, except as otherwise indicated. In Residential areas work may be performed during the hours of 7:00 am to 6:30 pm, Monday through Saturday, except as otherwise indicated. Landfill business hours are 7:00 am to 4:30 pm, Monday through Saturday. Weekday Extended Hours (COMMERCIAL AREAS ONLY): Until 8:00 pm. Notify City 24 hours in advance of extended hours work.

7. Tools and Equipment

The Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools and all other items necessary for and incidental to executing and completing all required work. Contractor shall provide all required tools, equipment, consumable products and testing instruments needed for the job.

8. Waste Disposal – Clean-up

Removal and off-site disposal of construction waste will be the responsibility of the Contractor and is included in the Contract pricing. Debris and trash shall be removed at the end of each day's work. Upon completion, the work area shall be left clean of debris and trash associated with the work. There shall be no additional charges to the City for removal and/or disposal of materials.

9. Pricing

Unit pricing is listed below for each product (cameras and accessories) included on the Axis Product List (Attachment D), as well as an additional firm-fixed price that includes all other materials, labor and expenses required to complete the project.

Line #	Description	Estimated Quantity	Firm-Fixed Unit Price	Extended Price
CAMERAS				
1	AXIS M3086-V, Part #02374-001, price per camera	6	\$ 325	\$ 1,950
2	AXIS M4317-PLVE, Part #02510-001, price per camera	3	\$ 595	\$ 1,785
3	AXIS P1265, Part #0927-001, price per camera	3	\$ 325	\$ 975
4	AXIS P3265-LV, Part #02327-001, price per camera	3	\$ 515	\$ 1,545
5	AXIS P3265-LVE 22 mm, Part #02333-001, price per camera	1	\$ 650	\$ 650
6	AXIS P3265-LVE 9 mm, Part #02328-001, price per camera	5	\$ 610	\$ 3,050
7	AXIS P3268-LVE, Part #02332-001, price per camera	7	\$ 840	\$ 5,880
8	AXIS P3727-PLE, Part #02218-001, price per camera	15	\$ 1,145	\$ 17,175
9	AXIS P3827-PVE, Part #02450-001, price per camera	3	\$ 1,185	\$ 3,555
10	AXIS P4705-PLVE, Part #02415-001, price per camera	4	\$ 785	\$ 3,140
11	AXIS P5676-LE 60 Hz, Part #02414-001, price per camera	1	\$ 1,710	\$ 1,710
12	AXIS Q1700-LE, Part #01782-001, price per camera	1	\$ 1,110	\$ 1,110
13	AXIS Q1786-LE, Part #01162-001, price per camera	1	\$ 1,185	\$ 1,185
14	AXIS Q6100-E 60 Hz, Part #01711-001, price per camera	1	\$ 1,410	\$ 1,410
ACCESSORIES				
15	AXIS F92A01 Height Strip Housing Silver, Part #01631-001	3	\$ 79	\$ 237
16	AXIS T91A64 Corner Bracket, Part #5017-641	6	\$ 72	\$ 432
17	AXIS T91B50 Telescopic Ceiling Mount, Part #5507-451	2	\$ 175	\$ 350
18	AXIS T91D61 Wall Mount 1.5" NPS, Part #5504-821	5	\$ 79	\$ 395
19	AXIS T91D62 Telescopic Parapet Mount, Part #5507-271	1	\$ 305	\$ 305
20	AXIS T91L61 Wall-and-Pole Mount, Part #5801-721	1	\$ 125	\$ 125
21	AXIS T94N01D Pendant Kit, Part #01513-001	8	\$ 79	\$ 632
22	AXIS TP3901 Microphone Kit, Part #01798-001	3	\$ 42	\$ 126
23	AXIS TP6902-E Adapter Bracket, Part #02854-001	1	\$ 39	\$ 39
LABOR AND OTHER EXPENSES				
24	All-inclusive firm-fixed price for all other materials, labor and expenses			\$ 10,000
TOTAL PROJECT AMOUNT, NOT TO EXCEED:				\$ 57,761

ATTACHMENT B – INSURANCE REQUIREMENTS AND DOCUMENTS

Section I – Basic Insurance Requirements

Contractor, at its own expense, shall procure and maintain during the life of this Contract, the following insurance so as to cover all risk which shall arise directly or indirectly from Contractor's obligations and activities.

General Liability Insurance Contractor shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability

Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Workers Compensation and Employers Liability Insurance meeting the relevant Workers Compensation Statutes.

REQUIRED THREE (3) ENDORSEMENTS are to be added to the General Liability Policy. Copies of the endorsements are to be produced with the certificate.

1. Additional Insured Endorsement:

Except for Workers' Compensation and Professional Liability, the policies shall include the City Additional Insured Endorsement of: The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as additional insureds with respect to liability arising out of the Insured's work and/or services performed for the City of Cedar Rapids, Iowa. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether available coverage be primary, contributing, or excess.

2. Non-Waiver of Governmental Immunities Endorsement (Iowa):

- a. **Non-waiver of Government Immunity** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- b. **Claims Coverage** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.
- c. **Assertion of Government Immunity** The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.
- d. **Non-Denial of Coverage** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.
- e. **No Other Change in Policy** The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

3. Cancellation and Material Changes Endorsement

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to:

City of Cedar Rapids
Finance Department – Purchasing Services Division
101 First Street SE
Cedar Rapids IA 52401

(Please note that the City does accept a signed letter on the agent's letterhead, from the insured's insurance agent, confirming that the agent will provide notice as indicated above.)

Section II – Conditions of Contract

The Contractor is required to purchase and maintain insurance coverage to protect the Contractor and City of Cedar Rapids throughout the duration of this Contract as enumerated above in the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as a failure on the part of the Contractor to comply with these requirements and be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified in the future.

The insurance policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B+" or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Contractor continuing to furnish the CITY certificates of insurance.

The Contractor shall be responsible for deductibles and self-insured retentions in the Contractor's insurance policies.

The Contractor is required to give the City notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

The City intends to be an Additional Insured with coverage being primary and not contributing with any other insurance or similar protection available to the City whether any other coverage is primary, contributing or excess.

In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Section III – Contract Approval

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached so as to evidence their inclusion in the coverage. The Certificate of Insurance is due before the Contract can be approved. The following format is required:

List Transit Camera Replacement, RFB #PUR1123-147, as the Scope of Work the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

City of Cedar Rapids
Finance Department – Purchasing Services Division
101 First Street SE
Cedar Rapids IA 52401

The Producer's contact person's name, phone number and e-mail address is required.
Certificates shall be sent by e-mail to insurance@cedar-rapids.org.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fischer, Rounds & Assoc. Inc. - Sioux Falls 2300 W 49th St Sioux Falls SD 57105	CONTACT NAME:	
	PHONE (A/C, No, Ext): 605-336-4444	FAX (A/C, No): 605-274-9034
INSURED IT Outlet, Inc. 1900 N Walnut Ave Brandon SD 57005	E-MAIL ADDRESS: SiouxFalls@fischerrounds.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Acuity	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 2050028048**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	ZP4906	10/27/2023	10/27/2024 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		ZP4906	10/27/2023	10/27/2024 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y		ZP4906	10/27/2023	10/27/2024 EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZP4906	10/27/2023	10/27/2024 ☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Kris Robbins and Kevin Huber are excluded under the Workers Compensation coverage.

The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commission and/or authorities and their board members, employees, and volunteers, are included as additional insured with respect to liability arising out of the insured's work and/or services performed for the City of Cedar Rapids, Iowa with Waiver of Subrogation and 30 day Notice of Cancellation. This coverage is primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

City of Cedar Rapids
Finance Department - Purchasing Services Division
101 First Street SE
Cedar Rapids IA 52401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IOWA MUNICIPALITY ENDORSEMENT**IL-7064(1-03)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
BIS-PAK® BUSINESS LIABILITY AND MEDICAL
EXPENSES COVERAGE FORM**

1. Additional Insured

The municipality shown in the Schedule including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers, is an additional insured with respect to liability arising out of your work and/or services performed for the municipality. This coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured, whether other available coverage be primary, contributing or excess.

2. Governmental Immunities

a. Nonwaiver of Governmental Immunity

We expressly agree and state that the purchase of this policy and the including of the municipality shown in the Schedule as an additional insured does not waive any of the defenses of governmental immunity available to the municipality under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

b. Claims Coverage

We further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

c. Assertion of Government Immunity

The municipality shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon timely written request by us. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the municipality shown in the Schedule.

d. Non-Denial of Coverage

We shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to the municipality shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the municipality.

e. We and the municipality shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

3. Cancellation and Material Changes

We will give thirty (30) days advance written notice of cancellation, nonrenewal, reduction in coverage and/or limits and ten (10) days written notice for nonpayment of premium to the address shown in the Schedule. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

SCHEDULE

Municipality

CITY OF CEDAR RAPIDS

Address

101 1ST ST SE
CEDAR RAPIDS IA 52401

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

CG-2404F(5-09)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY
COVERAGE PART

The following is added to paragraph 8 Transfer of Rights of Recovery Against Others to Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*. This waiver applies only to the person or organization shown in the Schedule.

SCHEDULE

**Name of Person or Organization
(Name and Address)**

CITY OF CEDAR RAPIDS
101 1ST ST SE
CEDAR RAPIDS IA 52401

POLICY NUMBER: ZP4906

NOTICE OF CANCELLATION ENDORSEMENT

IL-7002(10-90)

All Coverage Parts included in this policy are subject to the following condition:

If we cancel this policy, for any reason other than

nonpayment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

SCHEDULE

Person or Organization (Name and Address)	Advance Notice (Days)
CITY OF CEDAR RAPIDS 101 1ST ST SE CEDAR RAPIDS IA 52401	30

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION - PRIMARY

CA-7210(10-98)

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

1. Who Is an Insured under Section II - Liability Coverage is amended to include the person(s) or organization(s) named in the Schedule, but only with

respect to liability arising out of operations performed for that person or organization by you.

2. This endorsement shall not increase the limit of insurance. The coverage provided by this endorsement will be primary and noncontributory with respect to any other coverage available to the additional insured.

SCHEDULE

**Person or Organization
(Name and Address)**

LOUISIANA DIVISION OF
ADMINISTRATION
1201 N 3RD ST STE 7-210
BATON ROUGE LA 70802

GET WIRELESS INC DBA DOJO
NETWORKS
220 REGENT CT STE B
STATE COLLEGE PA 16801

CITY OF CEDAR RAPIDS
101 1ST ST SE
CEDAR RAPIDS IA 52401

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

CG-2010F(4-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated below.

However:

 - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to *bodily injury* or *property damage* occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

 - a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Name and Address)	Location(s) of Covered Operations
LOUISIANA DIVISION OF ADMINISTRATION 1201 N 3RD ST STE 7-210 BATON ROUGE LA 70802	LOCATIONS DESCRIBED IN WRITTEN CONTRACT
GET WIRELESS INC DBA DOJO NETWORKS 220 REGENT CT STE B STATE COLLEGE PA 16801	LOCATIONS DESCRIBED IN WRITTEN CONTRACT
KWK TRIP INC 1626 OAK ST PO BOX 2107 LA CROSSE WI 54602	LOCATIONS DESCRIBED IN WRITTEN CONTRACT
CITY OF CEDAR RAPIDS 101 1ST ST SE CEDAR RAPIDS IA 52401	LOCATIONS DESCRIBED IN WRITTEN CONTRACT

ATTACHMENT C – PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

BOND No. 67023815

CONTRACTOR (Name and Address): IT Outlet, Inc. 1900 N. Walnut Ave. Brandon, SD 57005	SURETY (Name and Address of Principal Place of Business): WESTERN SURETY COMPANY 151 N. Franklin, 17th Floor Chicago, IL 60606
OWNER (Name and Address): City of Cedar Rapids City Clerk, 101 First Street SE Cedar Rapids, IA 52401	
CONTRACT Date: <u>4/10/2024</u> Amount: \$57,761.00 Description (Name and Location): #PUR1123-147 – Transit Camera Replacement at the Ground Transportation Center (450 1 st Street SE) and Bus Garage (427 8 th Street NW)	
BOND Date (Not earlier than Contract Date): April 22, 2024 Amount: \$57,761.00 Modifications to this Bond Form: None	

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms included in this Section 00610, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: IT Outlet, Inc. (Corp. Seal)

Signature: [Signature]

Name and Title:

Kevin M. Huber
CEO

SURETY

Company: (Corp. Seal)

Signature: [Signature]Name and Title: ANNA MARIE HARMON
ATTORNEY IN FACT
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title: _____

FOR USE BY OWNER ONLY

REVIEWED BY OWNER

Signature _____

Date _____

Name and Title _____

LB 4/29/24

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, Executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an Agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another CONTRACTOR selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to the OWNER for a Contract for performance and completion of the Contract, arrange for a Contract to be prepared for execution by the OWNER and the CONTRACTOR selected with the OWNER's concurrence, to be secured with performance and payment Bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR and with reasonable promptness under the circumstances;
 - 4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 - 4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1. 4.2. or 4.3 above, then the responsibilities of the Surety

to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to THE Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
 8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
 9. Any proceedings legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the state of Iowa and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
 12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR UNDER THE Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
 - 12.2. Contract: The Agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

BOND No. 67023815

PAYMENT BOND

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): IT Outlet, Inc. 1900 N. Walnut Ave. Brandon, SD 57005	SURETY (Name and Address of Principal Place of Business): WESTERN SURETY COMPANY 151 N. Franklin, 17th Floor Chicago, IL 60606
OWNER (Name and Address): City of Cedar Rapids City Clerk, 101 First Street SE Cedar Rapids, IA 52401	
CONTRACT Date: 4/10/2024 Amount: \$57,761.00 Description (Name and Location): #PUR1123-147 – Transit Camera Replacement at the Ground Transportation Center (450 1 st Street SE) and Bus Garage (427 8 th Street NW)	
BOND Date (Not earlier than Contract Date): April 22, 2024 Amount: \$57,761.00 Modifications to this Bond Form: None	

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms included in this Section 00620, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: IT Outlet, Inc. (Corp. Seal)

Signature: [Signature]

Name and Title: Kevin M. Huber - CEO

SURETY

Company: WESTERN SURETY COMPANY (Corp. Seal)

Signature: [Signature]
Name and Title: ANNA MARIE HARMON
ATTORNEY IN FACT
(Attach Power of Attorney)



(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

FOR USE BY OWNER ONLY

REVIEWED BY OWNER

Signature _____ Date _____

Name and Title _____

LB 4/29/24

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, Liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, Liens or suits and tendered defense of such claims, demands, Liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct Contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a Claim is being made under this Bond and, with substantial accuracy, the amount of the Claim.
 - 4.2. Claimants who do not have a direct Contract with the CONTRACTOR:
 - 4.2.1 Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the Claim stating, with substantial accuracy, the amount of the Claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the Claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a Claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER. Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct Contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms 'labor, materials or equipment' that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2. Contract: The Agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67023815

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint ANNA MARIE HARMON

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: IT Outlet, Inc.

Obligee: City of Cedar Rapids-Finance Dept.-Accts. Payable

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67023815 is not issued on or before midnight of June 30th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

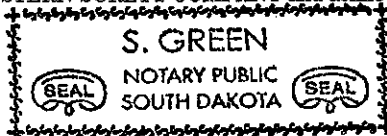
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 22nd day of April, 2024.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 22nd day of April, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 22nd day of April, 2024.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

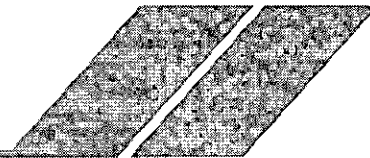
To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

ATTACHMENT D – AXIS PRODUCT LIST AND SPECIFICATIONS

Bill of materials CR Transit



Axis Communications
Zac Rinderknecht
IA
United States
+13193614442



Axis products

	Part number	Qty
Cameras		
AXIS M3086-V	02374-001	6
AXIS M4317-PLVE	02510-001	3
AXIS P1265	0927-001	3
AXIS P3265-LV	02327-001	3
AXIS P3265-LVE 22 mm	02333-001	1
AXIS P3265-LVE 9 mm	02328-001	5
AXIS P3268-LVE	02332-001	7
AXIS P3727-PLE	02218-001	15
AXIS P3827-PVE	02450-001	3
AXIS P4705-PLVE	02415-001	4
AXIS P5676-LE 60 Hz	02414-001	1
AXIS Q1700-LE	01782-001	1
AXIS Q1786-LE	01162-001	1
AXIS Q6100-E 60 Hz	01711-001	1

Accessories

AXIS F92A01 Height Strip Housing Silver	01631-001	3
AXIS T91A64 Corner Bracket	5017-641	6
AXIS T91B50 Telescopic Ceiling Mount	5507-451	2
AXIS T91D61 Wall Mount 1.5" NPS	5504-821	5
AXIS T91D62 Telescopic Parapet Mount	5507-271	1
AXIS T91L61 Wall-and-Pole Mount	5801-721	1
AXIS T94N01D Pendant Kit	01513-001	8
AXIS TP3901 Microphone Kit	01798-001	3
AXIS TP6902-E Adapter Bracket	02854-001	1



Cameras



6 × AXIS M3086-V

This cost-efficient mini dome features Wide Dynamic Range (WDR) to ensure clarity even when there's both dark and light areas in the scene. With Lightfinder, it delivers sharp color images even in low light. A deep learning processing unit enables intelligent analytics based on deep learning on the edge. And AXIS Object Analytics offers detection and classification of different types of objects – all tailored to your specific needs. Furthermore, this compact, easy-to-install, vandal-resistant camera offers a wide-angle view of 130° and comes factory focused so there's no manual focusing required.

HDTV 1080p / 4.1 megapixel

Zipstream, Lightfinder, Audio support

Vandal resistant



3 × AXIS M4317-PLVE

With a 6 MP sensor, this discreet mini dome offers excellent image quality and a complete 180° or 360° overview. Featuring a stereographic lens and Sharpdome 360, it delivers greater sharpness at the edges of the image. Built-in IR illumination with individually controllable LEDs ensures clear, reflection-free footage and excellent image quality even in low light or complete darkness. A deep learning processing unit enables unique opportunities for analytics based on deep learning. Plus, AXIS Object Analytics can detect and classify humans, vehicles, and types of vehicles. Furthermore, Axis Edge Vault protects your Axis device ID and simplifies authorization of Axis devices on your network.

HDTV 1080p / 4.7 megapixel

Zipstream, Lightfinder, Forensic WDR

Built-in IR

Outdoor ready



3 × AXIS P3265-LV

Featuring Lightfinder 2.0, Forensic WDR, and OptimizedIR, AXIS P3265-LV delivers excellent image quality under any light conditions. Based on the latest Axis system-on-chip (SoC), it includes a deep learning processing unit enabling advanced features and powerful analytics based on deep learning on the edge. Thanks to AXIS Object Analytics, it offers detection and classification of humans, vehicles, and types of vehicles—all tailored to your specific needs. Featuring audio and I/O connectivity, you can integrate equipment and extend the value of your system. Furthermore, this robust, IK10-rated, camera includes built-in cybersecurity to help prevent unauthorized access and safeguard your system.

HDTV 1080p

Zipstream, Lightfinder, Forensic WDR

Built-in IR

P-Iris



AXIS P3265-LVE 22 mm

Featuring Lightfinder 2.0, Forensic WDR, and OptimizedIR, AXIS P3265-LVE delivers excellent image quality under any light conditions. Based on the latest Axis system-on-chip (SoC), it includes a deep learning processing unit enabling advanced features and powerful analytics based on deep learning on the edge. Thanks to AXIS Object Analytics, it offers detection and classification of humans, vehicles, and types of vehicles – all tailored to your specific needs. Featuring audio and I/O connectivity, you can integrate equipment and extend the value of your system. Furthermore, this robust, IK10-rated, outdoor-ready camera includes built-in cybersecurity to help prevent unauthorized access and safeguard your system.

HDTV 1080p

Zipstream, Lightfinder, Forensic WDR

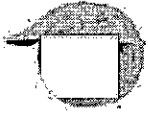
Built-in IR

Outdoor ready

System proposal CR Transit



Axis Communications
Zac Rinderknecht
IA
United States
+13193614442



5 × AXIS P3265-LVE 9 mm

Featuring Lightfinder 2.0, Forensic WDR, and OptimizedIR, AXIS P3265-LVE delivers excellent image quality under any light conditions. Based on the latest Axis system-on-chip (SoC), it includes a deep learning processing unit enabling advanced features and powerful analytics based on deep learning on the edge. Thanks to AXIS Object Analytics, it offers detection and classification of humans, vehicles, and types of vehicles – all tailored to your specific needs. Featuring audio and I/O connectivity, you can integrate equipment and extend the value of your system. Furthermore, this robust, IK10-rated, outdoor-ready camera includes built-in cybersecurity to help prevent unauthorized access and safeguard your system.

HDTV 1080p

Zipstream, Lightfinder, Forensic WDR

Built-in IR

Outdoor ready



7 × AXIS P3268-LVE

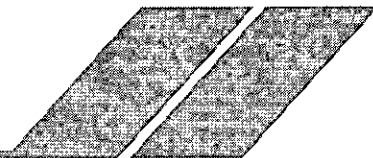
Featuring Lightfinder 2.0, Forensic WDR, and OptimizedIR, AXIS P3268-LVE delivers excellent image quality under any light conditions. Based on the latest Axis system-on-chip (SoC), it includes a deep learning processing unit enabling advanced features and powerful analytics based on deep learning on the edge. Thanks to AXIS Object Analytics, it offers detection and classification of humans, vehicles, and types of vehicles—all tailored to your specific needs. Featuring audio and I/O connectivity, you can integrate equipment and extend the value of your system. Furthermore, this robust, IK10-rated, outdoor-ready camera includes built-in cybersecurity to help prevent unauthorized access and safeguard your system.

HDTV 4K

Zipstream, Lightfinder, Forensic WDR

Built-in IR

Outdoor ready



15 × AXIS P3727-PLE

AXIS P3727-PLE offers four channels with 2MP per channel at 30 fps. This multidirectional camera allows for flexible positioning of four varifocal camera heads. Each head can be controlled individually to capture scenes in four directions in wide-angle or zoomed-in views. It includes 360° IR illumination with individually controllable LEDs and an automatic IR cut filter. Plus, remote zoom and focus capabilities ensure fast and accurate installation. AXIS Edge Vault protects your Axis device ID and simplifies authorization of Axis products on your network. Furthermore, AXIS Object Analytics offers highly nuanced object classification and reliable detection with fewer false positives.

HDTV 4 x 1080p / 2.1 megapixel

Zipstream, Lightfinder, Forensic WDR

Built-in IR

Outdoor ready



3 × AXIS P3827-PVE

With 7 MP resolution and seamless stitching of all four images, this multisensor camera offers complete coverage and excellent image quality with incredible details up to 30 fps. It delivers 180° horizontal and 90° vertical coverage with no blind spots. Plus, it's possible to mount two cameras back-to-back for a complete 360° overview. Including horizon straightening, this product will give an excellent viewing experience, enabling to set the horizon in the image. Built on ARTPEC-8, this cost-effective camera supports advanced analytics based on deep learning on the edge. Additionally, built-in cybersecurity features prevent unauthorized access and safeguard your system.

6.9 megapixel

Zipstream, Lightfinder, Forensic WDR

Outdoor ready

Audio support



4 × AXIS P4705-PLVE

This dual-sensor, multidirectional camera offers 2*2 MP at 30 fps. It features Lightfinder and Forensic WDR for sharp, clear images in challenging or poor light conditions. Built on ARTPEC-8, this high-performance camera includes a deep learning processing unit enabling improved processing and storage capabilities. It also allows you to collect and analyze even more data than before – on the edge. Plus, it delivers valuable metadata facilitating fast, easy, and efficient forensic search capabilities in live or recorded video. And, with flexible positioning of both varifocal camera heads plus, remote zoom and focus capabilities, it ensures fast and cost-effective installation.

HDTV 2 x 1080p / 2.1 megapixel

Zipstream, Lightfinder, Forensic WDR

Built-in IR

Outdoor ready



3 × AXIS P1265

AXIS P1265 Network Camera is a cost-effective complete modular pinhole camera with HDTV 1080p resolution, ideal for discreet indoor eye-level surveillance. It can be installed in tight places or flush-mounted in a wall, ceiling, or metal panel with only a small pinhole lens visible, suitable in, for example, ATMs or vending machines. Equipped with WDR – Forensic Capture, enables the camera to handle scenes with strong variations in light. AXIS P1265 comes with a mounting bracket and an 8 meter (26 feet) detachable cable.

HDTV 1080p

Zipstream, Forensic WDR, Replaceable lens



AXIS Q1700-LE

AXIS Q1700-LE License Plate Camera delivers clear and sharp license plate images from vehicles moving at speeds of up to 130 km/h (81 mph) day and night. Thanks to a built-in license plate capture assistant, the camera is easy to setup and image settings are automatically adjusted to fit speed, installation height and vehicle distance in a specific traffic scene. A robust design ensures reliable operation in extreme weather conditions and in wind forces up to hurricane level. The camera is designed for usage with third-party edge or server-based software to perform license plate recognition and trigger actions.

HDTV 1080p

Zipstream, Electronic image stabilization, Forensic WDR

Built-in IR

Outdoor ready



AXIS Q1786-LE

AXIS Q1786-LE Network Camera is an all-integrated camera delivering 4 megapixel resolution and 32x optical zoom for easy and flexible installation at any distance as well as detailed video for identification. With a wide temperature range, impact resistance and IP66, IP67 and NEMA 4X ratings, this robust and reliable camera is ready for tough environments. Lightfinder, Forensic WDR and OptimizedIR with 80 m (262 ft) range ensure details in challenging light conditions and darkness. AXIS Q1786-LE offers built-in analytics for proactive surveillance, corridor format and audio in for video with sound. Furthermore, Axis Zipstream saves bandwidth while keeping high video quality.

3.7 megapixel

Zipstream, Lightfinder, Electronic image stabilization

Forensic WDR

Built-in IR



AXIS P5676-LE 60 Hz

This high-performance PTZ camera offers 4 MP image quality with 30x optical zoom and IR. Forensic WDR and Lightfinder 2.0 guarantee images with saturated colors and sharp details of moving objects even in challenging light or near darkness. It offers support for analytics and includes AXIS Object Analytics to detect and classify people and vehicles. This cost-effective camera includes built-in cybersecurity features to safeguard your system and prevent unauthorized access. Axis Zipstream with H.264/H.265 significantly lowers bandwidth and storage requirements. Furthermore, you can pop it into an AXIS Q6100-E using AXIS TP6902-E Adapter Bracket and enjoy 360° overview for total situational awareness.

4.1 megapixel

Zipstream, Lightfinder, Electronic image stabilization

Forensic WDR

Built-in IR



AXIS Q6100-E 60 Hz

With four 5 MP sensors, AXIS Q6100-E provides a complete 360° overview with great image usability day and night. Designed for use with any AXIS Q61 Series or AXIS Q63 Series camera, it enables one-click PTZ control and autopilot for automatic PTZ tracking within the viewing areas. Directional audio detection triggered by audio incidents redirects the PTZ camera to the audio source. Each sensor has exchangeable lenses with autofocus for maximum flexibility and accurate configuration. AXIS Camera Heater Power Supply is required when an AXIS Q63 Series is used.

5 megapixel

Zipstream, Replaceable lens, Outdoor ready

Audio support

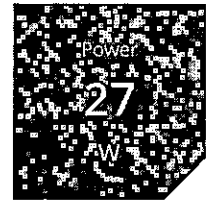
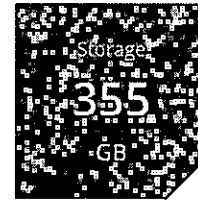
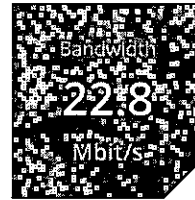
System proposal
CR Transit



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IA
United States
+13193614442



M3086-V
6 x AXIS M3086-V



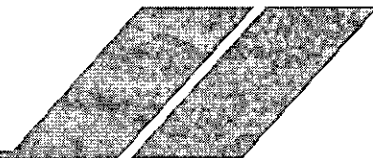
Product highlights

- Great image quality in 4 MP
- Compact, discreet design
- WDR and Lightfinder
- Support for analytics with deep learning
- Built-in cybersecurity features

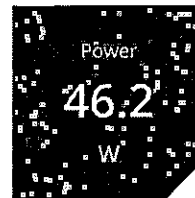
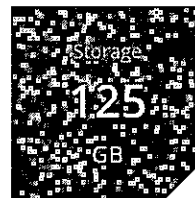
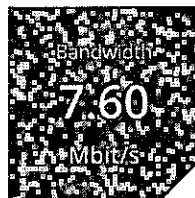
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M4317-PLVE
3 x AXIS M4317-PLVE



Product highlights

- Complete 180° and 360° overview
- Built-in IR with individual IR LEDs
- Support for deep learning analytics
- Built-in cybersecurity features
- Digital roll for ease of installation

System proposal
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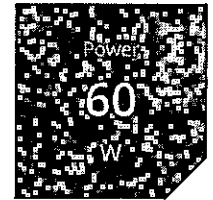
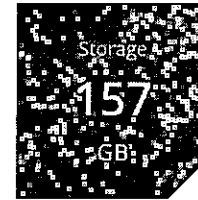
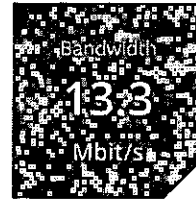


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New camera

1 x AXIS Q6100-E 60 Hz



Accessories

1 AXIS T91A64 Corner Bracket

1 AXIS T91L61 Wall-and-Pole Mount

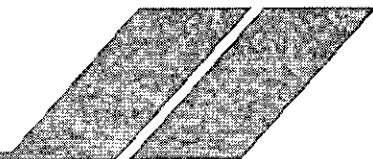
Product highlights

- 360° camera with one-click PTZ control
- 4 x 5 MP sensors, total 20 MP resolution
- Exchangeable and tiltable lenses
- Requires an AXIS Q61 Series or AXIS Q63 Series camera
- Directional audio detection included

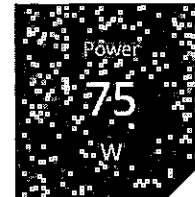
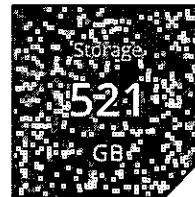
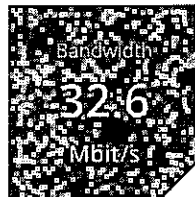
System proposal
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IA
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New camera
3 x AXIS P3727-PLE



Accessories

- 1 AXIS T91A64 Corner Bracket
- 1 AXIS T91D61 Wall Mount 1.5" NPS
- 1 AXIS T94N01D Pendant Kit

Product highlights

- 4x2 MP at 30 fps per channel
- 360° IR illumination with individually controlled LEDs
- AXIS Edge Vault and TPM module
- AXIS Object Analytics on one channel
- Edge storage with 2x microSD card slots

System proposal
CR Transit

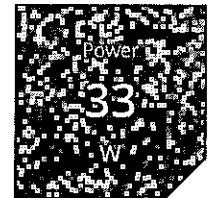
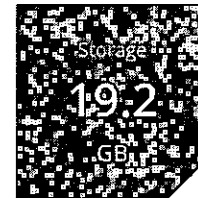
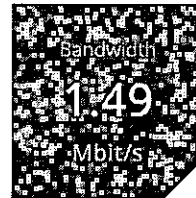


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United States
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New camera

1 x AXIS P5676-LE 60 Hz



Accessories

1 AXIS TP6902-E Adapter Bracket

Product highlights

- 4 MP with 30x optical zoom
- Forensic WDR, Lightfinder 2.0, IR Illumination
- Support for advanced analytics
- Built-in cybersecurity features
- Zipstream with support for H.264/H.265

System proposal

CR Transit



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P1265
3 x AXIS P1265

Bandwidth
9.28
Mbit/s

Storage
142
GB

Power
13.5
W

Accessories

1 AXIS F92A01 Height Strip Housing Silver

Product highlights

- HDTV 1080p resolution
- WDR – Forensic Capture
- Pinhole lens with 91° horizontal field of view
- Axis Zipstream
- Power over Ethernet

System proposal
CR Transit



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P3265-LV
3 x AXIS P3265-LV

Bandwidth
7.37
Mbit/s

Storage
118
GB

Power
30
W

Accessories

1 AXIS TP3901 Microphone Kit

Product highlights

- Excellent image quality in 2 MP
- Lightfinder 2.0, Forensic WDR, Optimized IR
- Analytics with deep learning
- Built-in cybersecurity features
- Audio and I/O connectivity

System proposal
CR Transit



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P3265-LVE

5 x AXIS P3265-LVE 9 mm

Bandwidth

5.31

Mbit/s

Storage

69.0

GB

Power

62.5

W

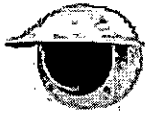
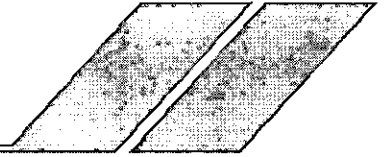
Product highlights

- Excellent image quality in 2 MP
- Lightfinder 2.0, Forensic WDR, Optimized IR
- Analytics with deep learning
- Available with wide or tele lens
- Built-in cybersecurity features

System proposal
CR Transit



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P3265-LVE 22MM
1 x AXIS P3265-LVE 22 mm

Bandwidth
1.06
Mbit/s

Storage
13.8
GB

Power
12.5
W

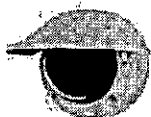
Product highlights

- Excellent image quality in 2 MP
- Lightfinder 2.0, Forensic WDR, OptimizedIR
- Analytics with deep learning
- Available with wide or tele lens
- Built-in cybersecurity features

System proposal
CR Transit



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P3268-LVE
7 x AXIS P3268-LVE

Bandwidth
30-5
Mbit/s

Storage
494
GB

Power
91
W

Product highlights

- Excellent image quality in brilliant 4K
- Lightfinder 2.0, Forensic WDR, and OptimizedIR
- Analytics with deep learning
- Audio and I/O connectivity
- Built-in cybersecurity features

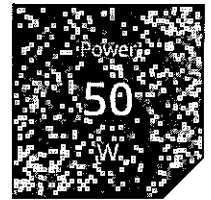
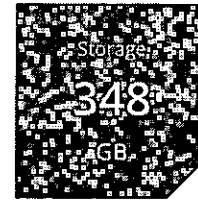
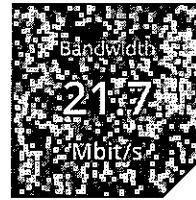
System proposal CR Transit



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P3727 Indoor 2 x AXIS P3727-PLE



Accessories

1 AXIS T91B50 Telescopic Ceiling Mount

1 AXIS T94N01D Pendant Kit

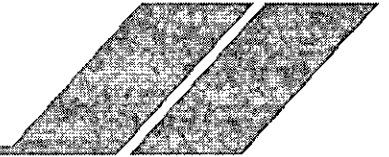
Product highlights

- 4x2 MP at 30 fps per channel
- 360° IR illumination with individually controlled LEDs
- AXIS Edge Vault and TPM module
- AXIS Object Analytics on one channel
- Edge storage with 2x microSD card slots

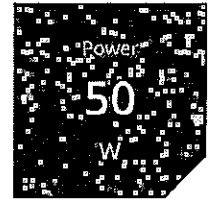
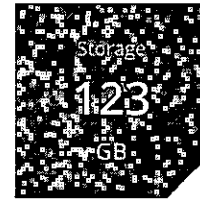
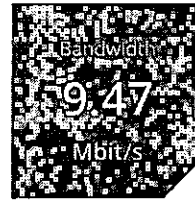
System proposal CR Transit



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IA
United States
+13193614442



P3727-PLE
2 x AXIS P3727-PLE



Accessories

- 1 AXIS T91A64 Corner Bracket
- 1 AXIS T91D61 Wall Mount 1.5" NPS
- 1 AXIS T94N01D Pendant Kit

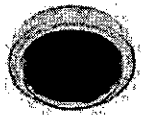
Product highlights

- 4x2 MP at 30 fps per channel
- 360° IR illumination with individually controlled LEDs
- AXIS Edge Vault and TPM module
- AXIS Object Analytics on one channel
- Edge storage with 2x microSD card slots

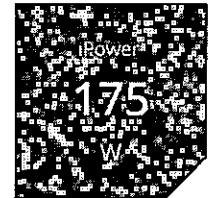
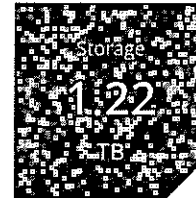
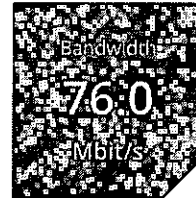
System proposal
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P3727-PLE
7 x AXIS P3727-PLE



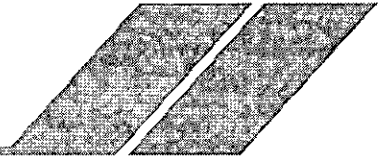
Product highlights

- 4x2 MP at 30 fps per channel
- 360° IR illumination with individually controlled LEDs
- AXIS Edge Vault and TPM module
- AXIS Object Analytics on one channel
- Edge storage with 2* microSD card slots

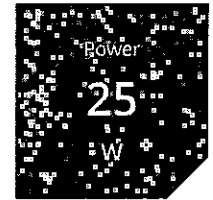
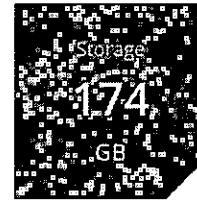
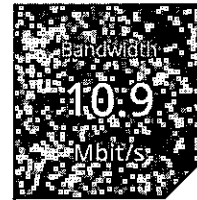
System proposal
CR Transit



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P3727-PLE Parapet
1 x AXIS P3727-PLE



Accessories

1 AXIS T91D62 Telescopic Parapet Mount

1 AXIS T94N01D Pendant Kit

Product highlights

- 4x2 MP at 30 fps per channel
- 360° IR illumination with individually controlled LEDs
- AXIS Edge Vault and TPM module
- AXIS Object Analytics on one channel
- Edge storage with 2x microSD card slots

System proposal
CR Transit



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P3827-PVE
3 x AXIS P3827-PVE

Bandwidth
1016
Mbit/s

Storage
170
GB

Power
60
W

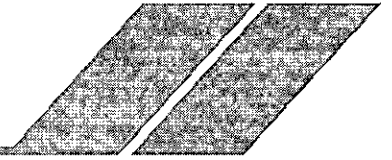
Product highlights

- 7 MP multisensor camera with one IP address
- 180° horizontal, 90° vertical coverage
- Seamlessly stitched realistic images
- Support for advanced analytics
- Horizon straightening

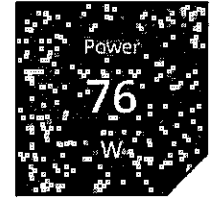
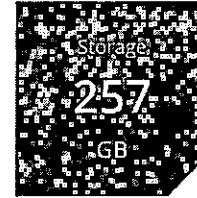
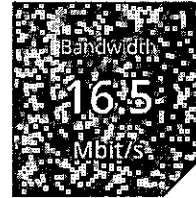
System proposal
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P4705-PLVE
4 x AXIS P4705-PLVE



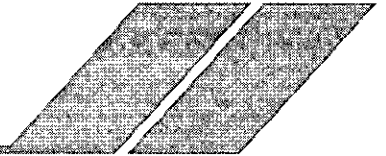
Product highlights

- 2*2 MP, multidirectional camera, with one IP address
- Support for analytics with deep learning on both sensors
- 360° IR illumination
- 2.5x zoom
- Axis Lightfinder and Forensic WDR

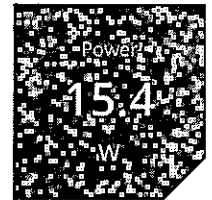
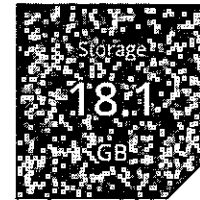
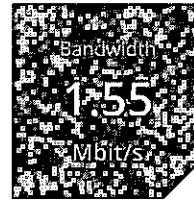
System proposal
CR Transit



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Q1700-LE
1 x AXIS Q1700-LE



Product highlights

- Sharp license plates in HDTV 1080p / 2 MP
- Optimized IR range up to 50 m (164 ft)
- 8x optical zoom
- Horizontal field of view of 16° - 2.3°
- Designed for third-party software

System proposal
CR Transit



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Q1786-LE
1 x AXIS Q1786-LE

Bandwidth
2.75
Mbit/s

Storage
32.2
GB

Power
15.4
W

Product highlights

- 4 MP / Quad HD 1440p at up to 60 fps
- -40 °C to 60 °C (-40 °F to 140 °F)
- Optimized IR with 80 m (262 ft) range
- Electronic Image Stabilization
- AXIS Guard Suite included

System proposal CR Transit



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Recording solution

System requirements

Channels

106

Bandwidth

281

Mbit/s

Storage

4.35

TB

Power

918

W

Recording solution specification

Channels

0

Bandwidth

0.00

bit/s

Storage

0.00

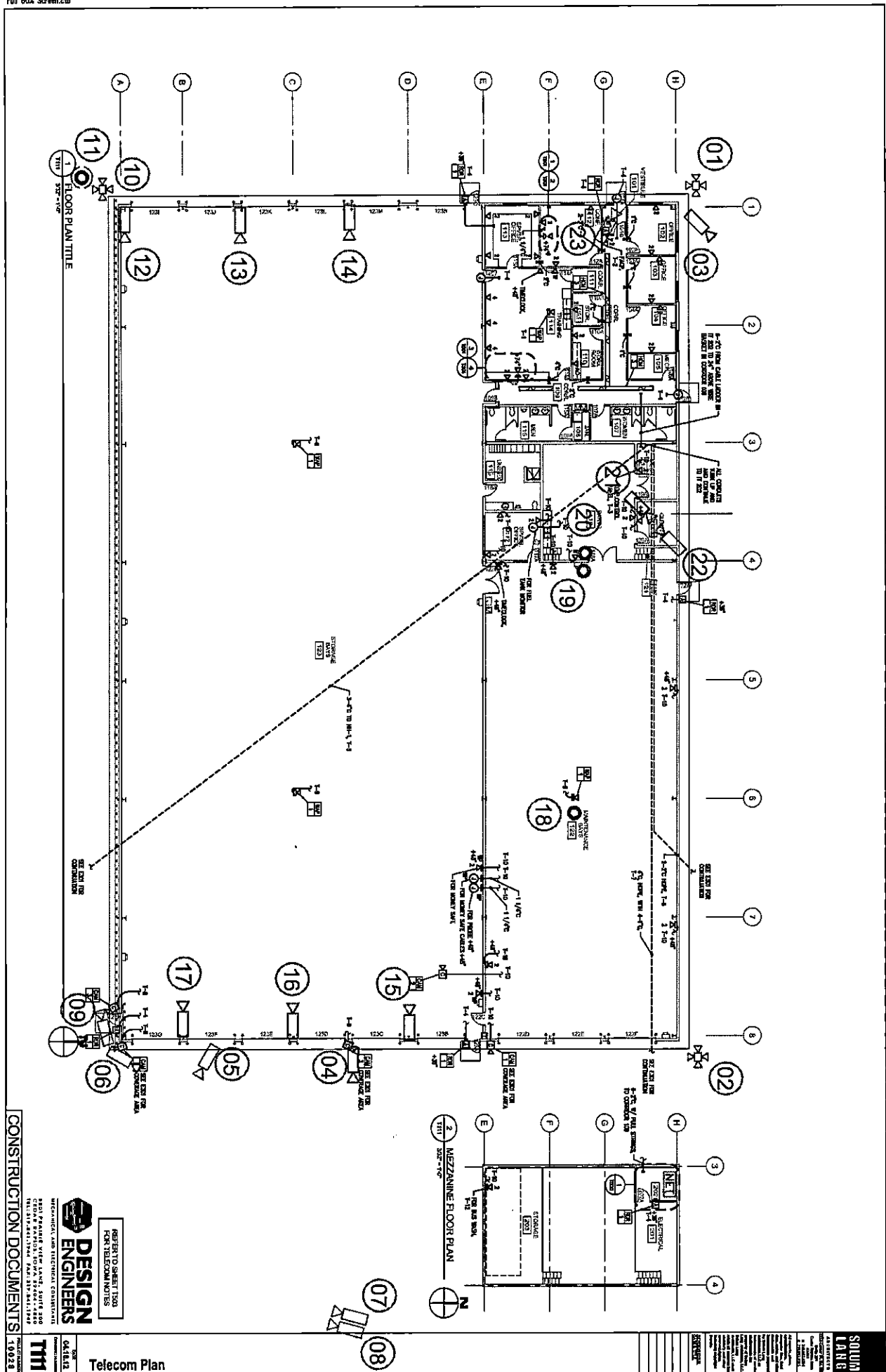
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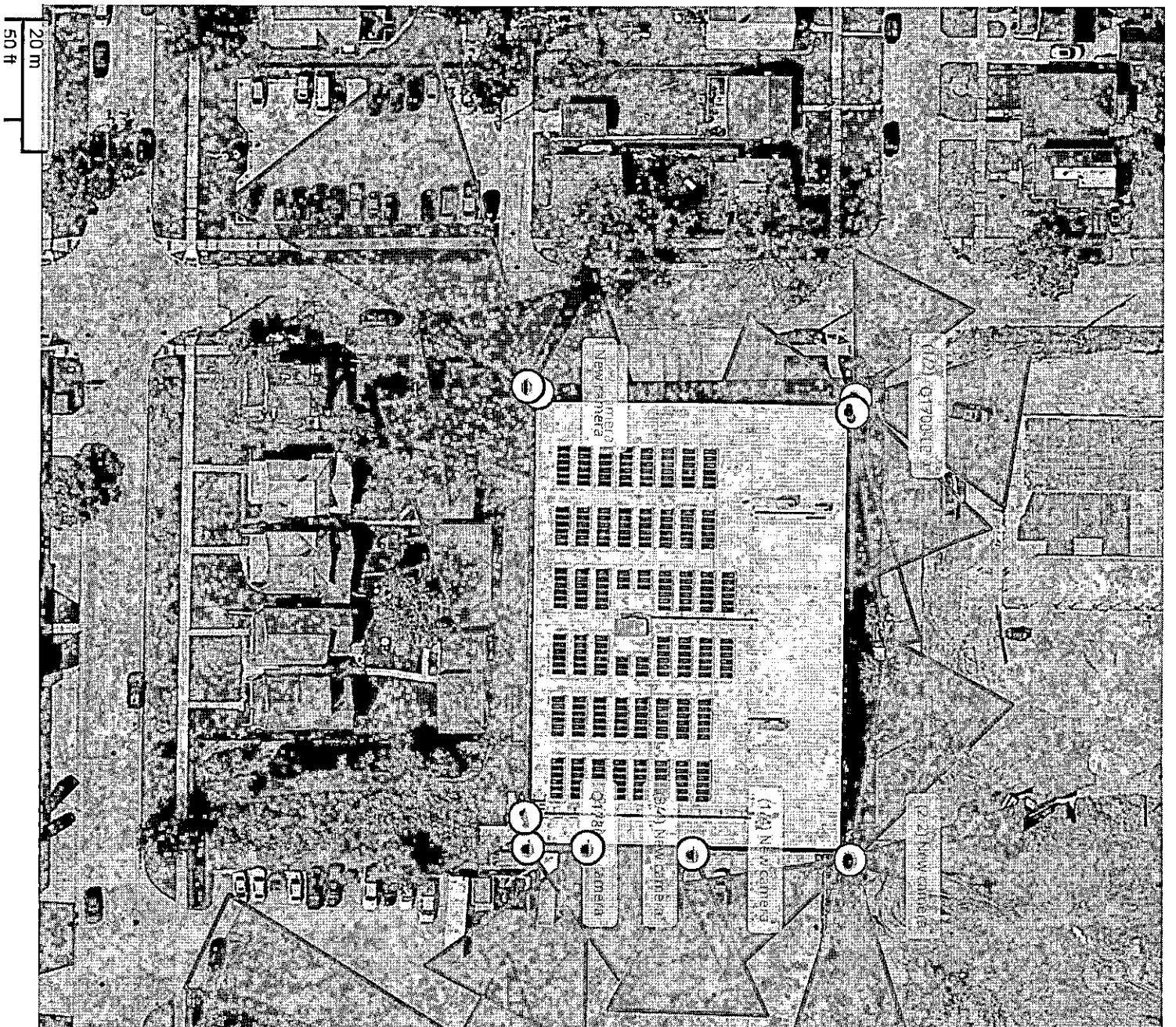
Power

0.00

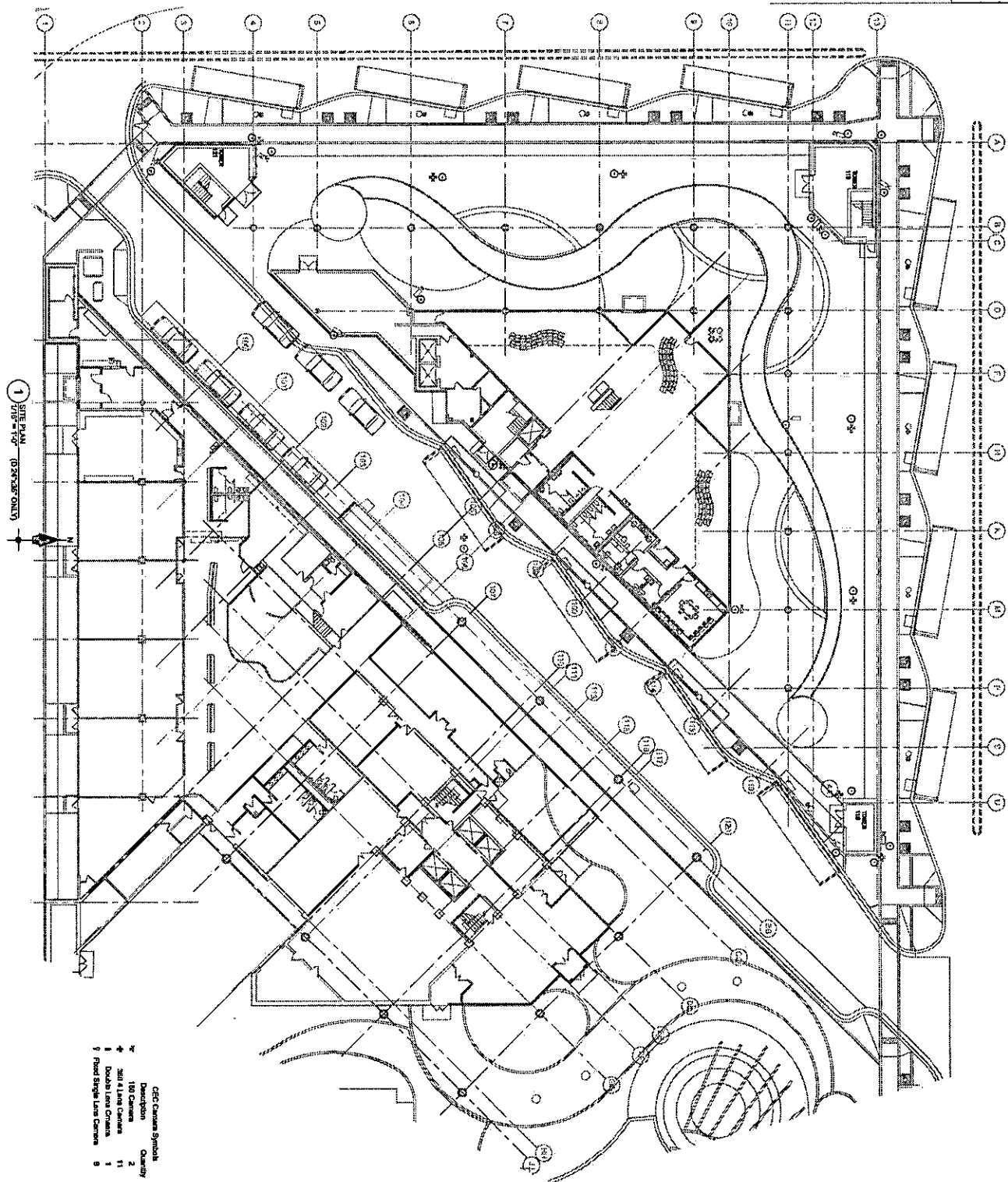
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ATTACHMENT E – BUS GARAGE LAYOUT





ATTACHMENT F – GROUND TRANSPORTATION CENTER (GTC) LAYOUT



1 SITE PLAN
2/16" = 1'-0" (D24X36" ONLY)

CEC Camera Symbols	Quantity	Unit
180 Camera	2	COUNT
360 4 Lens Camera	11	COUNT
Double Lens Camera	1	COUNT
Fixed Single Lens Camera	8	COUNT

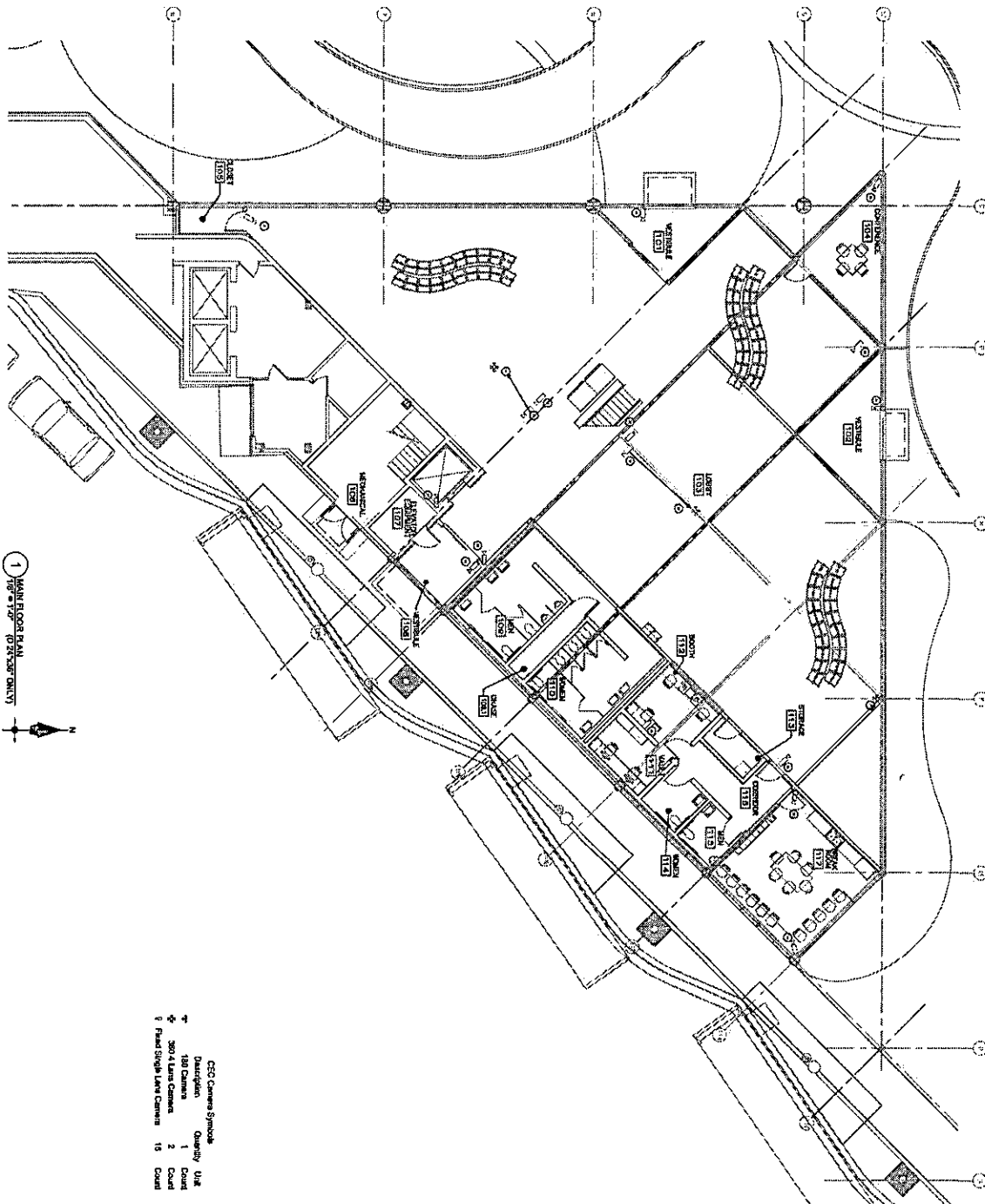
DRAWN BY: JRC	DATE: 03-20-15	REV: 1	DESCRIPTION: AS-BUILT
ENGINEER: CR			
FIELD TECH:			
APPROVED BY: CR			
DATE: 09-12-13			
SCALE: 1/8" = 1'-0"			

FILE NAME: Z:_DEC CAD DOCS\City of Cedar Rapids\Cedar Rapids, IA\Cedar Rapids Ground Transportation Center\AC\Layout Design

**CITY OF CEDAR RAPIDS
GROUND TRANSPORTATION CENTER
SITE PLAN - CEDAR RAPIDS, IA
ACCESS CONTROL/SECURITY SYSTEM**

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1
1/8" = 1'-0"
(SEE SCALE ONLY)



CEC Camera Symbols
 Description Quantity Unit
 180 Camera 1 Count
 360 4 Lens Camera 2 Count
 1 Fixed Single Lens Camera 15 Count

SHEET
AC-100

JOB NO. 1005555

DRAWN BY: JRC
 EXISTENCE: CS
 FIELD TECH:
 APPROVED BY: CS
 DATE: 06-12-11
 SCALE: 1/8" = 1'-0"

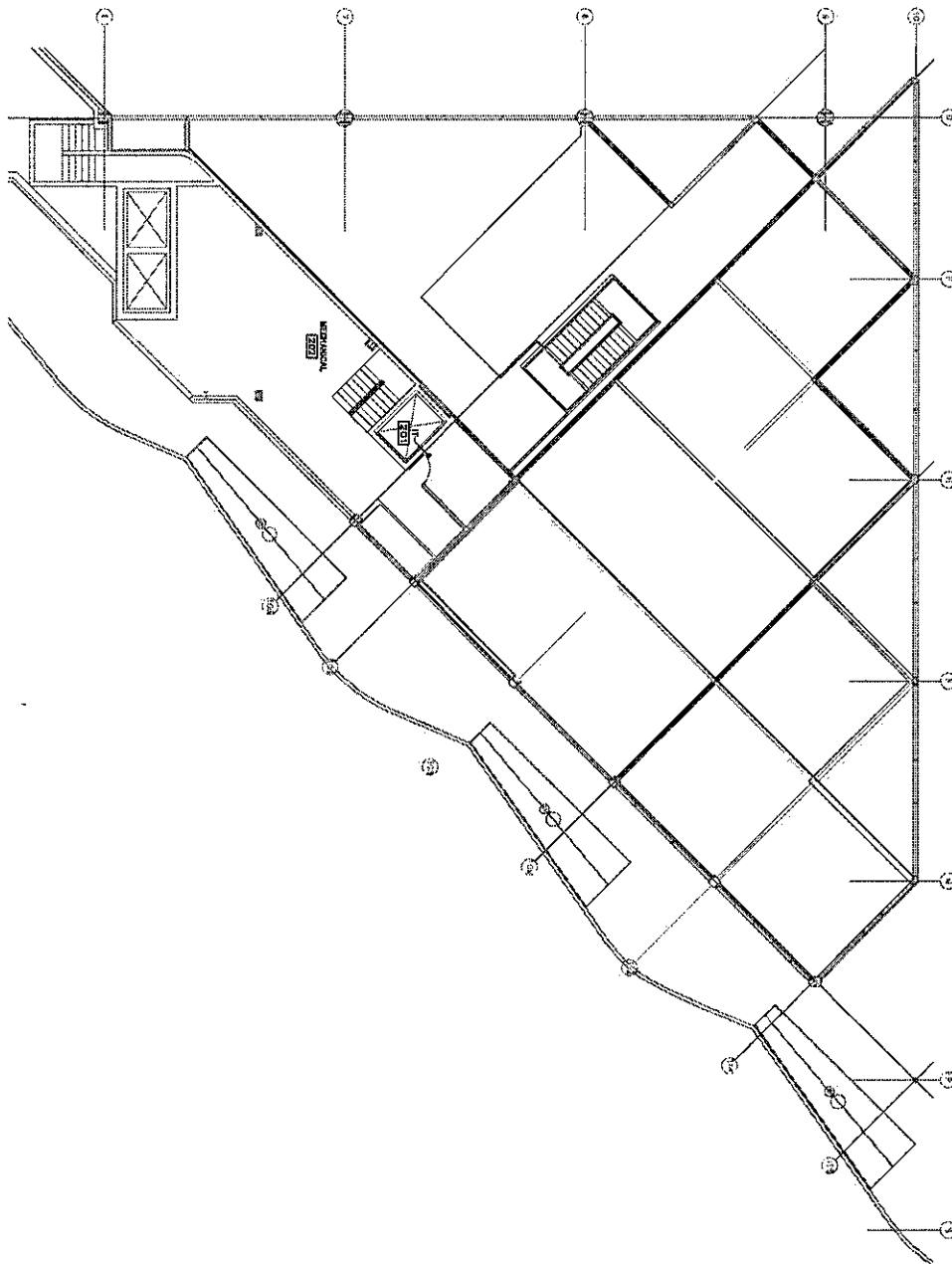
DATE	REV.#	DESCRIPTION
10-15-13	1	ITC ACCESS CONTROL ADD TO DOOR 106A - ORD-26133
05-26-15	2	AS-BUILT

CITY OF CEDAR RAPIDS
 GROUND TRANSPORTATION CENTER
 MAIN FLOOR PLAN - CEDAR RAPIDS, IA
 ACCESS CONTROL/SECURITY SYSTEM

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 communications
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 405 BOYSSON ROAD
 HARRISBURG, IA 52533
 PHONE: (319) 294-9500
 FAX: (319) 294-5354

MEZZANINE FLOOR PLAN
1/8" = 1'-0"
(1/8" = 1'-0")



SHEET
AC-101

DESIGN BY:	JPG
ENGINEER:	CR
FIELD TECH:	
APPROVED BY:	CR
DATE:	09-12-13
SCALE:	1/8" = 1'-0"

DATE	REV.	DESCRIPTION

CITY OF CEDAR RAPIDS
GROUND TRANSPORTATION CENTER
MEZZ. FLOOR PLAN - CEDAR RAPIDS, IA
ACCESS CONTROL/SECURITY SYSTEM

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cec
communications
engineering company
www.cedon.com
405 BOSTON ROAD
HAWAII, IA 52233
PHONE: (319) 254-0000
FAX: (319) 364-0304

FILE NAME: Z:_CAG 000101.dwg or Cedar Rapids/Cedar Rapids, IA/Cedar Rapids Ground Transportation Center/AC/101.dwg

