

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 13-043

**APPROVING AN AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION TO AUTHORIZE MOBILITY AUTHORITY CONNECTION TO
AND USE OF THE TXDOT TELECOMMUNICATIONS NETWORK.**

WHEREAS, the Mobility Authority is currently developing the Manor Expressway Project on US Highway 290 East (the "Project"); and

WHEREAS, the telecommunication and toll system infrastructure at the Project must communicate with telecommunication and toll system equipment located at the Mobility Authority's 183A Field Office Building; and

WHEREAS, the Project is located on existing right-of-way owned by the Texas Department of Transportation ("TxDOT"), and adjoins the existing TxDOT telecommunication network along SH 130 and SH 45; and

WHEREAS, the Mobility Authority and TxDOT have negotiated a proposed agreement, attached as Exhibit 1, under which TxDOT authorizes connection to and use of its existing telecommunication and toll system infrastructure along SH 130 and SH 45 to connect equipment at the Project with the 183A Field Office Building; and

WHEREAS, the Executive Director recommends approval of the proposed agreement attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the proposed agreement is approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute the proposed agreement on behalf of the Mobility Authority, in the form or substantially the same form attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of June, 2013.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Willkerson
Chairman, Board of Directors
Resolution Number: 13-043
Date Passed: 06/26/2013

EXHIBIT 1 TO RESOLUTION 13-043
MULTIPLE USE AGREEMENT FOR
SHARING FIBER OPTIC CABLE and/or RELATED INFRASTRUCTURE

[on the following 10 pages]

STATE OF TEXAS §
COUNTY OF TRAVIS §

MULTIPLE USE AGREEMENT
for
SHARING FIBER OPTIC CABLE and/or RELATED INFRASTRUCTURE

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

CONTRACTING PARTIES:

Texas Department of Transportation	TxDOT
Central Texas Regional Mobility Authority	Local Government

The parties desire to connect to and/or use existing Fiber Optic Cable and/or Related Infrastructure for the purpose of transmitting transportation-related data only. Related Infrastructure includes but is not limited to fiber optic facilities such as conduit, ducts, control cabinets, poles, structures, etc. along TxDOT roadways and right-of-way, as well as offices, operations and control centers, substations, etc. within the TxDOT operations network. The desired connection and use must not cause damage to or adversely effect data, interconnections, systems, facilities, infrastructure or operations as determined by TxDOT.

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to enter into this agreement.

This contract incorporates the provisions of **Attachment A**, Local Government’s Resolution or Ordinance; **Attachment B**, Descriptions and Specifications of Rights Granted in Article 2; **Attachment C**, Request for Authorization of Fiber Optic Cable Connection; **Attachment D**, Request for Authorization of Fiber Optic Cable-Related Infrastructure Connection; **Exhibits A-C**, Maps of Mutually Agreed-Upon Fiber Optic Cable and/or Related Infrastructure.

In consideration of the mutual promises contained in this agreement, the TxDOT and the Local Government now agree as follows:

A G R E E M E N T

ARTICLE 1. CONTRACT PERIOD

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and shall terminate concurrently with the termination of the 290 East Toll Project “Manor Expressway” - Project Development, Operation, and Maintenance Agreement, executed on 02/09/11, and the 183-A Turnpike Project Development, Operation, and Maintenance Agreement, executed on 03/14/05, between TxDOT and CTRMA or when otherwise modified or terminated, as hereinafter provided.

ARTICLE 2. RIGHTS GRANTED

- A. The parties agree to allow the connection to their respective Fiber Optic Cable and/or Related Infrastructure by the other party.
- B. The Local Government shall be allowed to use only the mutually agreed upon TxDOT Fiber Optic Cable and/or Related Infrastructure as listed in Attachments B, C, D, and further illustrated in Exhibits A-C.
- C. The unit of capacity exchange by either shared method shall be mutually agreed upon on a case-by-case basis. Capacity exchanges need not be on an equal basis.
- D. Each party permits the other party to enter upon its right-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such connections of the entering party’s Fiber Optic Cable and/or Related Infrastructure to the owning party’s Fiber Optic Cable and/or Related Infrastructure.
- E. Any and all rights expressly granted to either party to use the Fiber Optic Cable and/or Related Infrastructure of the other party shall be subject to the prior and continuing right of the party to whom the Fiber Optic Cable and/or Related Infrastructure belongs to use its Fiber Optic Cable and/or Related Infrastructure for its own purposes under applicable laws. The rights granted shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the rights to use the Fiber Optic Cable and/or Related Infrastructure.
- F. Nothing in this agreement shall be deemed to grant, convey, create, or vest in either party a real property interest in land, including any fee, leasehold interest, or easement.

ARTICLE 3. OPERATION AND MAINTENANCE RESPONSIBILITIES

- A. Each party will be responsible for the design, engineering, installation, operation and maintenance of their respective Fiber Optic Cable and/or Related Infrastructure system and components, to include the connections, within their respective right-of-ways.
- B. Each party is responsible for providing and maintaining any hardware, software, and additional infrastructure that are necessary to obtain the rights in Article 2. TxDOT may provide unused Intelligent Transportation Systems infrastructure and TxDOT facilities to support the additional infrastructure when possible and when deemed to be in the best interest of TxDOT.
- C. Because of unforeseen circumstances that may arise from the operation of TxDOT hardware or software, or other difficulties in telecommunications transmission over which TxDOT has no control, no guarantee is made that use of facilities will be available to the Local Government at all times during the term of this agreement. TxDOT is not responsible for any loss of revenue to the Local Government due to any interruption in the facilities. TxDOT does not guarantee a minimum response time to re-establish the facilities due to TxDOT network or system failures or any other circumstance.

ARTICLE 4. INSTALLATION STANDARDS

- A. Any installation, repairs, or removal of equipment shall be performed in accordance with industry standards.
- B. At the Local Government's sole cost and expense, all such work shall be done in compliance with all applicable building codes, ordinances, and other laws, rules, or regulations of governmental authorities having jurisdiction over such work, including, but not limited to, the Americans with Disabilities Act and the Texas Architectural Barriers Act.
- C. The Local Government must obtain all required governmental agreements, permits, and authorizations prior to beginning any such work and shall provide copies of the same to TxDOT upon request.
- D. After commencement of the installation of the equipment, the Local Government shall perform such work with due diligence to its completion.
- E. The Local Government is solely responsible for meeting and adhering to the above listed standards notwithstanding TxDOT's approval of plans and specifications.

ARTICLE 5. INSTALLATION OF EQUIPMENT

- A. The Local Government shall install any necessary hardware, software, or other infrastructure at its sole cost and risk.
- B. Any equipment installation, engineering design, or operations and maintenance plan provided by the Local Government shall be subject to TxDOT's review and approval to ensure compatibility with existing equipment and software.
- C. All equipment shall be clearly labeled to identify it as equipment installed by the Local Government.
- D. The Local Government shall provide all interface items required to maintain the equipment.
- E. Access by the Local Government's employees or contractors to the equipment located at TxDOT's facility will be by appointment only and must have designated TxDOT personnel present.

ARTICLE 6. NOTICE TO PROCEED

A properly completed Request for Authorization of Fiber Optic Cable and/or Related Infrastructure Connection form, attached to this agreement as Attachments C and D, shall be submitted to TxDOT for approval prior to any work being done. TxDOT shall review and approve or disapprove the connection, in writing, within sixty (60) days. During the course of the work, any substantial changes or alterations must also be submitted to TxDOT for prior written approval. All work shall be done in conformity with the approved Attachment C and/or D. Upon completion of the work, the Local Government shall promptly furnish suitable documentation showing the exact nature of the connection.

ARTICLE 7. FEES

TxDOT may require consideration for the agreement in the form of a payment; shared use of a telecommunication facility; or equipment, facilities, or services. TxDOT requires a tape of any stories related to TxDOT or those that involve any input from TxDOT employees that are aired by the Local Government.

ARTICLE 8. INSPECTION

Ingress and egress shall be allowed at all times to the Local Government's facility for Federal Highway Administration and TxDOT personnel and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all Local Government activities shall be prohibited until further notice from TxDOT.

ARTICLE 9. INSURANCE

To the extent that this agreement authorizes the Local Government or its contractor to perform any work on State right-of-way, before beginning work the entity performing the work shall provide TxDOT with a fully executed copy of TxDOT's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right-of-way. This coverage shall be maintained until all work on the State right-of-way is complete. If coverage is not maintained, all work on State right-of-way shall cease immediately, and TxDOT may recover damages and all costs of completing the work.

ARTICLE 10. AMENDMENTS

Amendments to this agreement must be in writing and executed by both parties. Any amendments must be executed during the contract period established in Article 1, Contract Period.

ARTICLE 11. TERMINATION

- A. Including the provisions established herein, this agreement may be terminated by either of the following conditions:
1. By mutual written agreement, or thirty (30) days after either party gives notice to the other party, whichever occurs first; or
 2. By TxDOT at any time if it is found that traffic conditions have so changed that the existence or use of the respective Fiber Optic Cable and/or Related Infrastructure is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated or maintained or that it is not in the public interest; or
 3. By TxDOT, upon written notice to the Local Government as consequence of the Local Government's failure to comply with the requirements of this agreement, unless the Local Government's failure to comply with the agreement is due to no fault of its own.
- B. If the termination is due to the failure of the Local Government to fulfill its contractual obligations, TxDOT will notify the Local Government that a possible breach of contract has occurred. The Local Government must remedy the breach as outlined by TxDOT to TxDOT's satisfaction within thirty (30) days from receipt of TxDOT's notification. TxDOT will declare this agreement terminated upon the Local Government's failure to remedy the breach within the thirty (30) day period.
- C. Termination of the agreement shall extinguish all rights, duties, obligations and liabilities of TxDOT and the Local Government under this agreement.
- D. Termination or expiration of this agreement shall not extinguish any of the Local Government's or TxDOT's obligations under this agreement that by their terms continue after the date of termination or expiration.

ARTICLE 12. REMEDIES

Violation or breach of contract by the Local Government shall be grounds for termination of the agreement and any increased costs arising from the Local Government's default, breach of contract or violation of agreement terms shall be paid by the Local Government. This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

ARTICLE 13. RELATIONSHIP BETWEEN THE PARTIES

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

ARTICLE 14. ASSIGNMENT PROHIBITION

The Local Government is prohibited from assigning any of the rights conferred by this agreement, to any third party without the advance written approval of TxDOT. Any attempted transfer of the rights or obligations of this agreement without TxDOT's consent shall be void and shall be grounds for termination of this agreement.

ARTICLE 15. HOLD HARMLESS

The Local Government shall indemnify and save harmless TxDOT and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this agreement and that are caused by or result from error, omission, or negligent act of the Local Government or of any person employed by the Local Government. The Local Government shall also indemnify and save harmless TxDOT from any and all expense, including but not limited to attorney fees that may be incurred by TxDOT in litigation or otherwise resisting the claim or liabilities that may be imposed on TxDOT as a result of such activities by the Local Government, its agents, or employees. The Local Government agrees to indemnify and save harmless TxDOT and its officers, agents, and employees from any and all claims, damages, and attorneys' fees arising from the use of outdated data or information. The Local Government's indemnification of TxDOT shall extend for a period of three (3) years beyond the date of termination of this agreement.

ARTICLE 16. GRATUITIES

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this agreement may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of TxDOT's executive director.

ARTICLE 17. CONFLICT OF INTEREST

The Local Government shall not assign an employee to activities relating to this agreement if the employee:

- a. owns an interest in or is an officer or employee of a business entity that has or may have a contract with TxDOT relating to this agreement;
- b. has a direct or indirect financial interest in the outcome of this agreement;
- c. has performed services regarding the subject matter of the agreement for an entity that has a direct or indirect financial interest in the outcome of this agreement or that has or may have a contract with TxDOT; or
- d. is a current part-time or full-time employee of TxDOT.

ARTICLE 18. COMPLIANCE WITH LAWS

The Local Government shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and with the orders and decrees of any court or administrative bodies or tribunals in any manner affecting the performance of this agreement. When requested, the Local Government shall furnish TxDOT with satisfactory proof of this compliance. The Local Government shall provide or obtain all applicable permits, plans, or other documentation required by a federal or state entity.

ARTICLE 19. INFORMATION EXCHANGE

- A. Each party agrees to meet on, at a minimum, an annual basis for the purpose of reviewing future plans and current status of their respective Fiber Optic Cable and/or Related Infrastructure.
- B. The Local Government shall provide quarterly evaluation reports during the first calendar year of the agreement and annually thereafter detailing how and when the rights and infrastructure granted have been used.
- C. The Local Government shall not disclose information obtained from TxDOT under this agreement without the express written consent of TxDOT.

ARTICLE 20. STATE AUDITOR'S PROVISION

The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

ARTICLE 21. NOTICES

All notices to either party by the other party required under this agreement shall be delivered personally or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

<p>State of Texas:</p>	<p>Texas Department of Transportation ATTN: Director, Maintenance Division 125 East 11th Street Austin, Texas 78701</p>
<p>Local Government:</p>	<p>Central Texas Regional Mobility Authority ATTN: Director of Operations 3300 N. IH 35, Suite 200 Austin, Texas 78705</p>

All notices shall be deemed to be received by the addressee on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 22. SIGNATORY AUTHORITY

Each signatory warrants that the signatory has the necessary authority to execute this agreement on behalf of the entity represented.

IN TESTIMONY WHEREOF, TxDOT and the Local Government have executed duplicate counterparts of this agreement.

LOCAL GOVERNMENT

By _____ Date _____
Mike Heiligenstein
Executive Director

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
John A. Barton, P.E.
Deputy Executive Director

ATTACHMENT A
LOCAL GOVERNMENT'S RESOLUTION OR ORDINANCE

ATTACHMENT B

DESCRIPTIONS AND SPECIFICATIONS OF RIGHTS GRANTED IN ARTICLE 2

PROVISION OF INFRASTRUCTURE	
By TxDOT	By Local Government
<ol style="list-style-type: none"> 1. TxDOT will allow the Local Government use of TxDOT duct bank and the connection to the Department's Fiber Optic Cable Related Infrastructure as shown on Attachments C, D & Exhibits A-C. 2. TxDOT will allow access to the Toll Plaza and network equipment rack as shown on Attachments C, D & Exhibits A-C. 3. TxDOT will provide reasonable accommodation of space for all equipment required to complete installation. 	<ol style="list-style-type: none"> 1. The duct bank and Fiber Optic Cable Related Infrastructure will be used solely for traffic safety and transportation related purposes. 2. Local Government will clearly, consistently, and permanently label Local Government installed cables and conductors with at least owner and function at each access point. Metallic or plastic tie wraps are not permitted. 3. Local Government will follow TxDOT's Austin District standard detail for assigning cable or conductor to duct and/conduit by function. 4. Unused conduit will be plugged as per TxDOT Austin District Duct/Conduit Terminations (DCTD) sheet. 5. Local Government will make every reasonable effort to comply with NEC guidelines. 6. Local Government is completely responsible for all costs of Local Government materials, operation, and maintenance. 7. Maintenance of infrastructure will be in accordance with the Project Development Agreement between TxDOT and Local Government. Any work over \$5,000 in value and 4 hours in duration require TxDOT Form 1082, Notice of Proposed Installation, unless otherwise addressed in the Project Development Agreement. 8. Local Government will follow normal TxDOT procedures for work in TxDOT ROW.

NON-MONETARY COMPENSATION	
By TxDOT	By Local Government
<ol style="list-style-type: none"> 1. 	<ol style="list-style-type: none"> 1. Local Government will provide TxDOT access to near real time data (i.e., detector, video, device status, etc.). Data will be provided as more fully described in the Data Sharing Agreement between TxDOT and Local Government. 2. Local Government will provide as-built drawings of all Local Government installed conduits and cables at ingress and egress as identified in Attachments C&D.

**ATTACHMENT C (Location #1 - SH 130 from US 290 to Mainlane Plaza 6)
REQUEST FOR AUTHORIZATION of FIBER OPTIC CABLE CONNECTION**

Requested by: Central Texas Regional Mobility Authority (CTRMA)

Section A – Ingress Fiber Access Location Information

Ingress Location Identification	Mainlane Plaza 6 (ML6) on SH 130 as shown on Exhibit A and A-2.
Ingress Location Address	SH 130 about 0.62 miles north of Cameron Road as shown on Exhibit A and A-2.
Fiber Interface Method	<input type="checkbox"/> Dark Fiber Splice <input type="checkbox"/> Wave Division Multiplexer Connection <input checked="" type="checkbox"/> 4 Small Form Factor Pluggable (SFP) transceiver ports to be allocated at ML6. No interface to TxDOT fiber is being proposed.
Interface Quantity	4 Small Form Factor Pluggable (SFP) transceiver ports is to be allocated at ML6. Local government system integrator is to provide 12 dark fibers from US 290 to ML6. No interface to TxDOT fiber is being proposed.
Interface Optical Wavelength	<input type="checkbox"/> 850 nm <input type="checkbox"/> 1310 nm <input type="checkbox"/> 1550 nm <input checked="" type="checkbox"/> Other: Local government system integrator is not interfacing onto TxDOT network optically, but rather converting optically (1310 nm optical wavelength) to broadband to access the TxDOT network nodes at ML6. Thus, the optical wavelength that is being transmitted on the fiber does not contribute to the TxDOT network.
Maximum Interface Bandwidth	<input type="checkbox"/> T-1 <input type="checkbox"/> NTSC <input type="checkbox"/> 10Mbps <input type="checkbox"/> 100 Mbps <input type="checkbox"/> 1Gbps <input type="checkbox"/> DS-3 <input type="checkbox"/> OC-3 <input type="checkbox"/> OC-12 <input type="checkbox"/> OC-48 <input checked="" type="checkbox"/> Other: Local government system integrator will provide a Layer II tunnel that provides 2 GBps bandwidth, one GBps (for upstream traffic), and one GBps (for downstream traffic).
Special Ingress Requirements and Comments	Local government system integrator will pull new 48 single mode (SM) fiber onto the existing TxDOT network equipment rack, but shall only terminate 12 SM fibers onto the existing TxDOT rack mount patch panel.

Section B – Egress Fiber Access Location Information

Egress Location Identification	Existing TxDOT Ground Box (labeled "Egress" on Exhibit A-1)
Egress Location Address	US 290 / SH 130 as shown on Exhibit A-1
Special Egress Requirements and Comments	This location serves as the demarcation between TxDOT duct bank and CTRMA duct bank. CTRMA will be installing 4 - 2" PVC conduits to connect the CTRMA duct bank on US 290 to the TxDOT duct bank on SH 130.

Technical Contact Person:	Cheryl Doherty	Phone Number:	512-342-3316
Activation Date Requested:	June 2013		
Requested By:	Tim Reilly	Date:	1/15/2013

Section C – Provider Agency (-- enter agency name --) Review and Response

Engineering Comments:		
Engineering Recommendation:	<input type="checkbox"/> Approve <input type="checkbox"/> Do Not Approve	
Engineering Reviewed By:		
Approved by:	---	Date
	---print name here; signature above	

ATTACHMENT D (Location #1 - SH 130 from US 290 to Mainlane Plaza 6)

REQUEST FOR AUTHORIZATION of INFRASTRUCTURE CONNECTION

Requested by: Central Texas Regional Mobility Authority (CTRMA)

Section A – Ingress Infrastructure Access Location Information

Ingress Point	Mainlane Plaza 6 (ML6) on SH 130 as shown on Exhibit A and A-2.
Ingress Location Address	SH 130 about 0.62 miles north of Cameron Road as shown on Exhibit A and A-2..
Ingress Location Identification	Mainlane Plaza 6 (ML6) on SH 130 as shown on Exhibit A and A-2.
Type Infrastructure	<input type="checkbox"/> 3" conduit <input checked="" type="checkbox"/> TxDOT Existing Conduit <input type="checkbox"/> 4" multiduct conduit
Cable Type	<input type="checkbox"/> multi mode fiber optic cable -- <u>quantity</u> <input checked="" type="checkbox"/> single mode fiber optic cable -- <u>1</u> <input type="checkbox"/> -- Other: please specify -- # strands - 48
Special Ingress Requirements and Comments	Local government system integrator will pull new 48 single mode (SM) fiber onto the existing TxDOT network equipment rack, but shall only terminate 12 SM fibers onto the existing TxDOT rack mount patch panel.

Section B – Egress Infrastructure Access Location Information

Egress Point	Existing TxDOT Ground Box (labeled "Egress" on Exhibit A-1)
Egress Location Address	US 290 / SH 130 as shown on Exhibit A-1
Egress Location Identification	Existing TxDOT Ground Box (labeled "Egress" on Exhibit A-1)
Special Egress Requirements and Comments	This location serves as the demarcation between TxDOT duct bank and CTRMA duct bank. CTRMA will be installing 4 - 2" PVC conduits to connect the CTRMA duct bank on US 290 to the TxDOT duct bank on SH 130.

Technical Contact Person:	Cheryl Doherty	Phone Number:	512-342-3316
Activation Date Requested:	June 2013		
Requested By:	Tim Reilly	Date:	1/15/2013

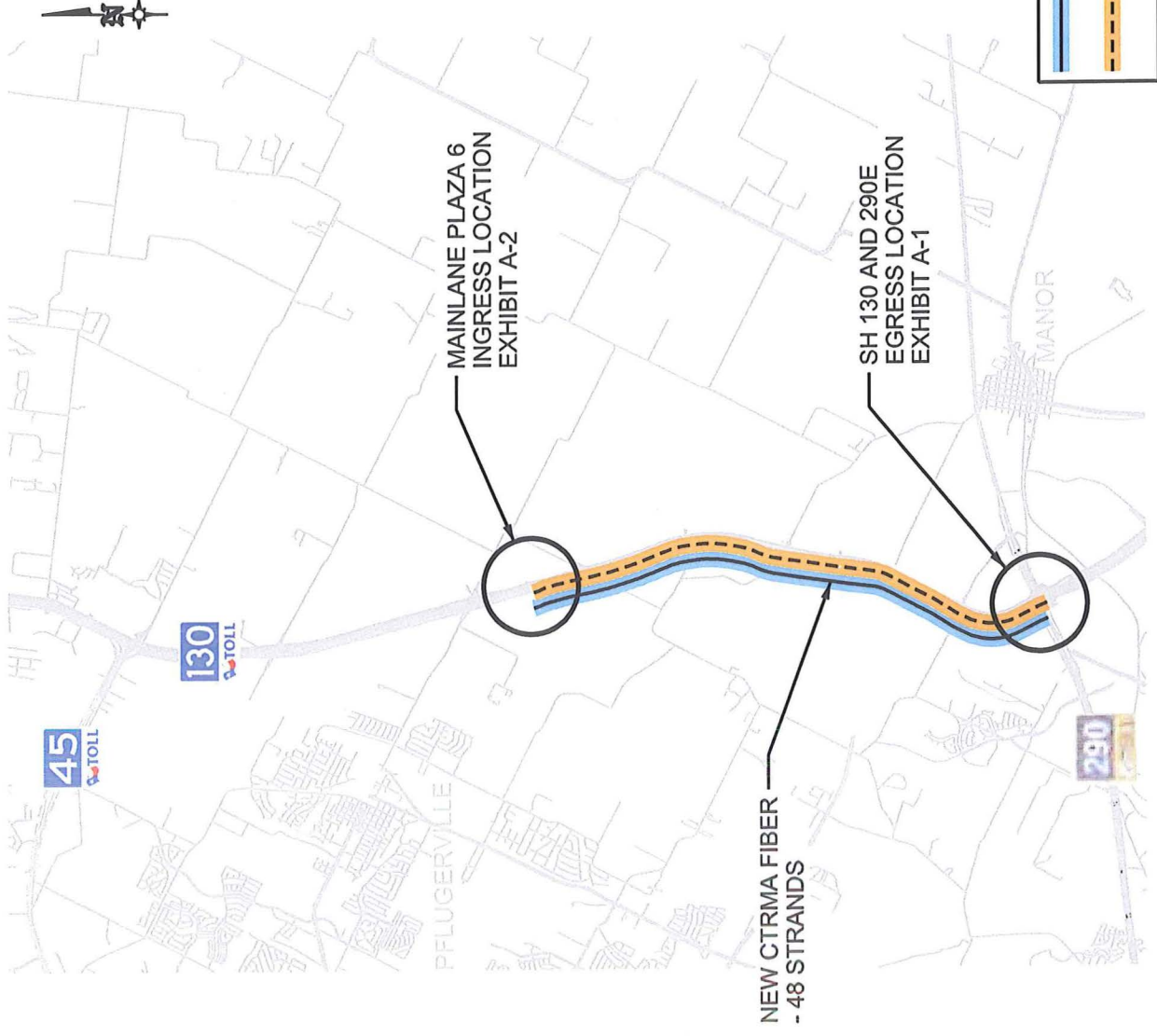
Section C – Provider Agency (-- enter agency name --) Review and Response

Engineering Comments:			
Engineering Recommendation:	<input type="checkbox"/> Approve <input type="checkbox"/> Do Not Approve		
Engineering Reviewed By:			
Approved by:			
	---print name here; signature above		Date

Exhibit A

SH 130

INGRESS AND EGRESS CONNECTION



DRAFT

	NEW CTRMA FIBER
	EXISTING TXDOT FIBER AND DUCT BANK

Exhibit A-1 290E / SH 130 EGRESS CONNECTION

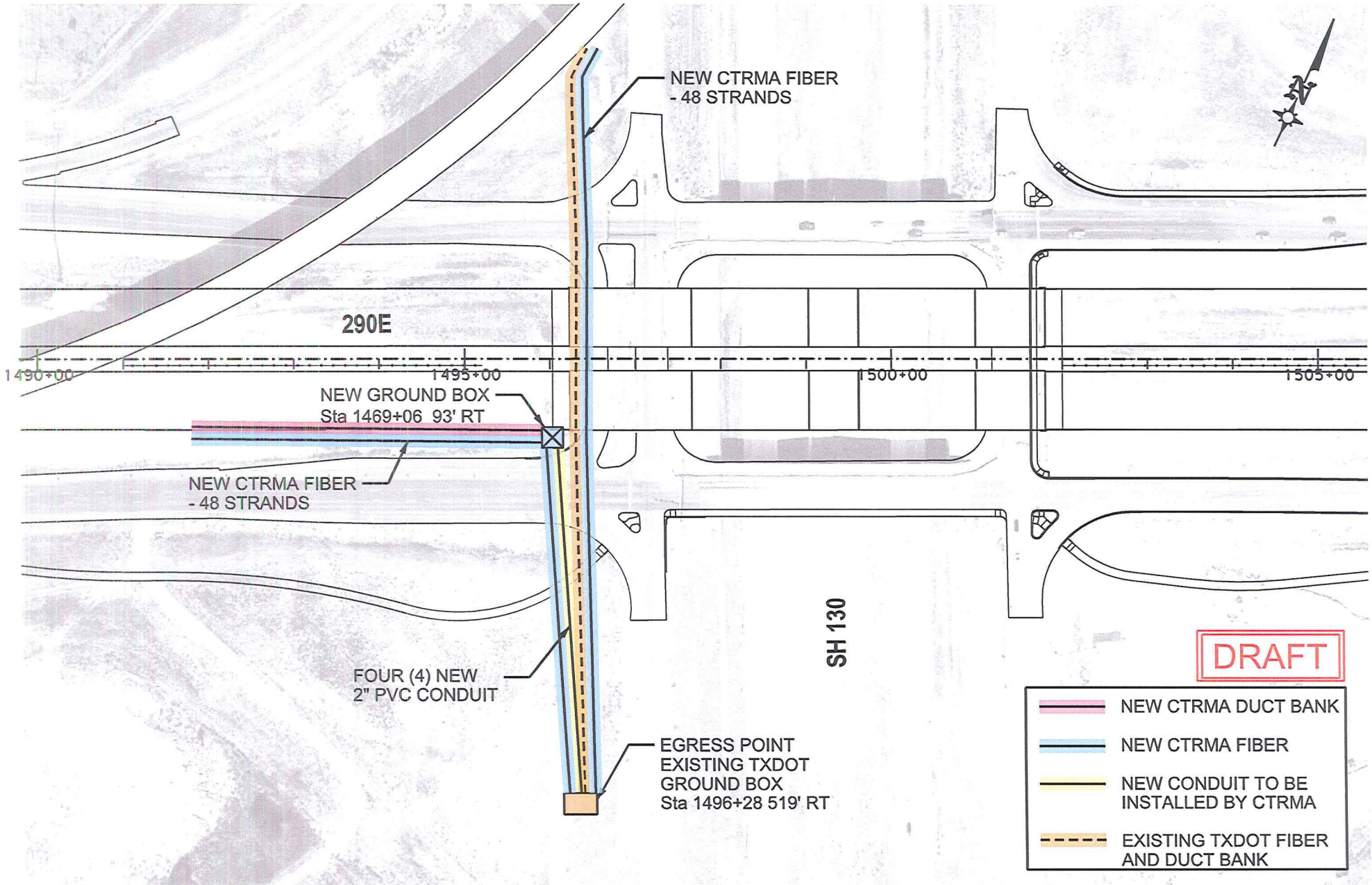
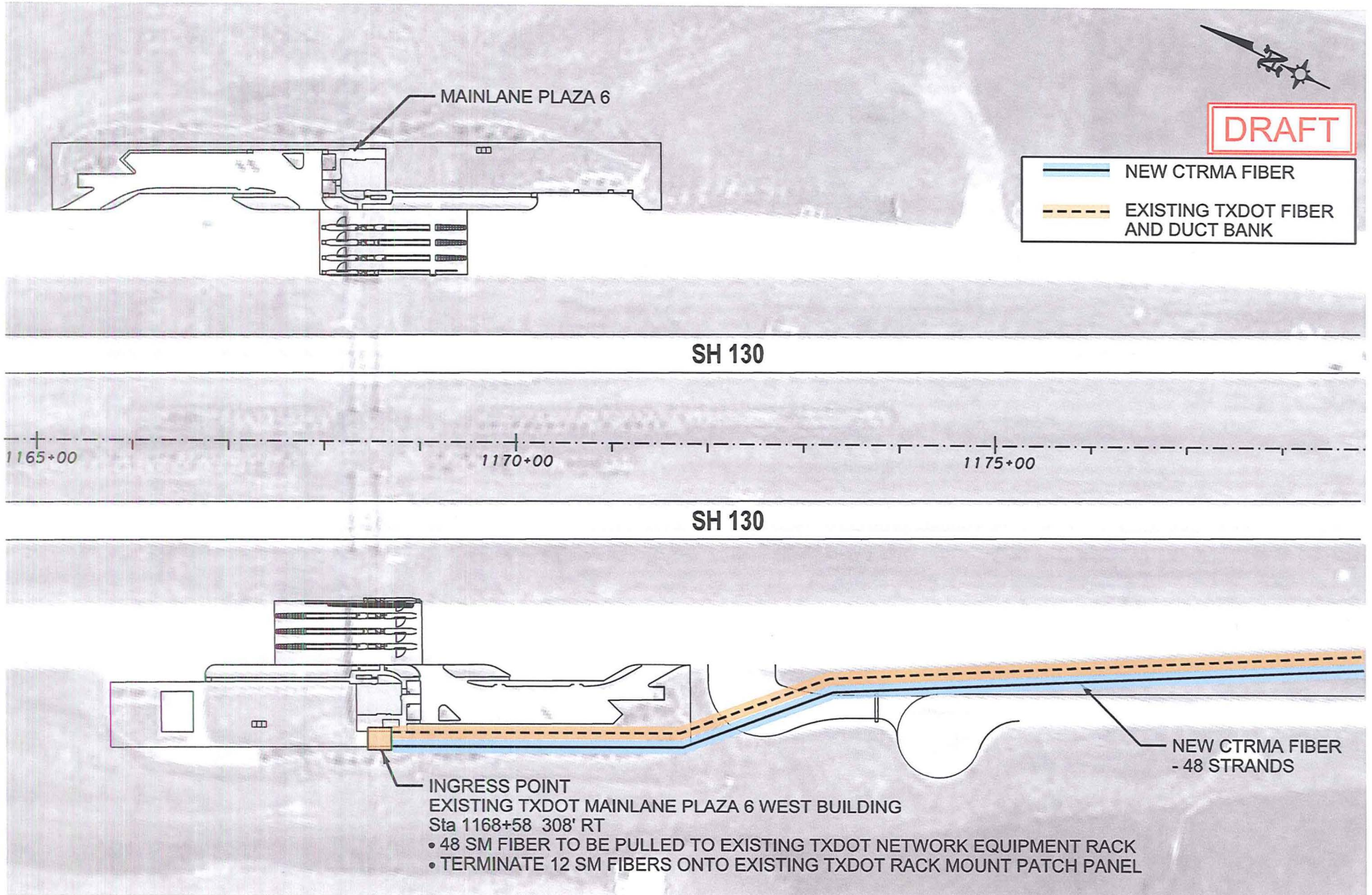


Exhibit A-2

SH 130

INGRESS CONNECTION



ATTACHMENT C (Location #2 - Mainlane Plaza 3 on SH 45 N)

REQUEST FOR AUTHORIZATION of FIBER OPTIC CABLE CONNECTION

Requested by: Central Texas Regional Mobility Authority (CTRMA)

Section A – Ingress Fiber Access Location Information

Ingress Location Identification	Existing TxDOT Ground Box (labeled "Ingress Location" on Exhibits B and B-2)
Ingress Location Address	US 183 / SH 45 as shown on Exhibits B and B-2
Fiber Interface Method	<input type="checkbox"/> Dark Fiber Splice <input type="checkbox"/> Wave Division Multiplexer Connection <input checked="" type="checkbox"/> N/A. No work is being proposed at the ingress location. The fiber already exists.
Interface Quantity	N/A. No work is being proposed at the ingress location. The fiber already exists.
Interface Optical Wavelength	<input type="checkbox"/> 850 nm <input type="checkbox"/> 1310 nm <input type="checkbox"/> 1550 nm <input checked="" type="checkbox"/> Other: N/A. No work is being proposed at the ingress location. The fiber already exists.
Maximum Interface Bandwidth	<input type="checkbox"/> T-1 <input type="checkbox"/> NTSC <input type="checkbox"/> 10Mbps <input type="checkbox"/> 100 Mbps <input type="checkbox"/> 1Gbps <input type="checkbox"/> DS-3 <input type="checkbox"/> OC-3 <input type="checkbox"/> OC-12 <input type="checkbox"/> OC-48 <input checked="" type="checkbox"/> Other: N/A. No work is being proposed at the ingress location. The fiber already exists.
Special Ingress Requirements and Comments	

Section B – Egress Fiber Access Location Information

Egress Location Identification	Mainlane Plaza 3 (ML3) on SH 45 as shown on Exhibit B and B-1.
Egress Location Address	SH 45 about 1.5 miles east of US 183 as shown on Exhibit B and B-1.
Special Egress Requirements and Comments	4 Small Form Factor Pluggable (SFP) transceiver ports is to be allocated at ML3. Local government system integrator is not interfacing onto TxDOT network optically, but rather converting optically (1310 nm optical wavelength) to broadband to access the TxDOT network nodes at ML3. Thus, the optical wavelength that is being transmitted on the fiber does not contribute to the TxDOT network. Local government system integrator will provide a Layer II tunnel that provides 2 GBps bandwidth, one GBps (for upstream traffic), and one GBps (for downstream traffic).

Technical Contact Person:	Cheryl Doherty	Phone Number:	512-342-3316
Activation Date Requested:	June 2013		
Requested By:	Tim Reilly	Date:	1/15/2013

Section C – Provider Agency (-- enter agency name --) Review and Response

Engineering Comments:		
Engineering Recommendation:	<input type="checkbox"/> Approve <input type="checkbox"/> Do Not Approve	
Engineering Reviewed By:		
Approved by:	---	Date
	---print name here; signature above	

ATTACHMENT D (Location #2 - Mainlane Plaza 3 on SH 45 N)

REQUEST FOR AUTHORIZATION of INFRASTRUCTURE CONNECTION

Requested by: Central Texas Regional Mobility Authority (CTRMA)

Section A – Ingress Infrastructure Access Location Information

Ingress Point	Existing TxDOT Ground Box (labeled "Ingress Location" on Exhibits B and B-2)
Ingress Location Address	US 183 / SH 45 as shown on Exhibits B and B-2
Ingress Location Identification	Existing TxDOT Ground Box (labeled "Ingress Location" on Exhibits B and B-2)
Type Infrastructure	<input type="checkbox"/> 3" conduit <input type="checkbox"/> TxDOT Existing Conduit <input type="checkbox"/> 4" multiduct conduit <input checked="" type="checkbox"/> N/A. No work is being proposed at the ingress location. The infrastructure already exists.
Cable Type	<input type="checkbox"/> multi mode fiber optic cable --quantity <input type="checkbox"/> single mode fiber optic cable <input checked="" type="checkbox"/> -- Other: please specify -- N/A. No work is being proposed at the ingress location. The infrastructure already exists.
Special Ingress Requirements and Comments	

Section B – Egress Infrastructure Access Location Information

Egress Point	Mainlane Plaza 3 (ML3) on SH 45 as shown on Exhibit B and B-1.
Egress Location Address	SH 45 about 1.5 miles east of US 183 as shown on Exhibit B and B-1.
Egress Location Identification	Mainlane Plaza 3 (ML3) on SH 45 as shown on Exhibit B and B-1.
Special Egress Requirements and Comments	INFRASTRUCTURE TYPE: Local government system integrator will install innerduct from the existing wall mount cabinet to the existing rack (Electrical/Telephone room to the Computer Room). Installation to occur within the ML 3 building. CABLE TYPE: Local government system integrator will install new 24 single mode (SM) fiber from the existing fiber cabinet onto the existing TxDOT network equipment rack, but shall only terminate 12 SM fibers onto the existing TxDOT rack mount patch panel.

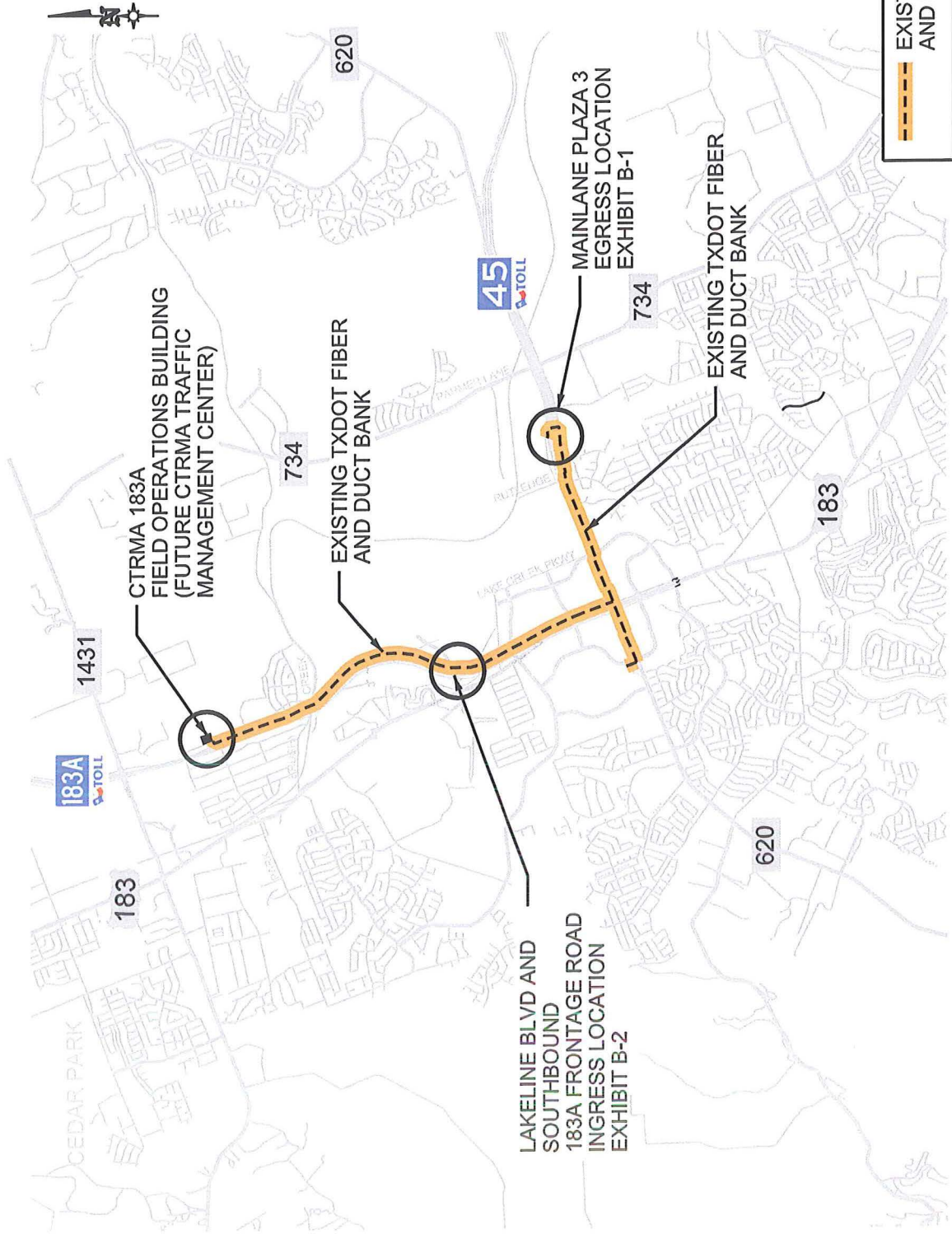
Technical Contact Person:	Cheryl Doherty	Phone Number:	512-342-3316
Activation Date Requested:	June 2013		
Requested By:	Tim Reilly	Date:	1/15/2013

Section C – Provider Agency (-- enter agency name --) Review and Response

Engineering Comments:			
Engineering Recommendation:	<input type="checkbox"/> Approve	<input type="checkbox"/> Do Not Approve	
Engineering Reviewed By:			
Approved by:			
	---print name here; signature above		Date

Exhibit B SH 45 N

INGRESS AND EGRESS CONNECTION



DRAFT

EXISTING TXDOT FIBER AND DUCT BANK

Exhibit B-1 SH 45N MAINLANE PLAZA 3 EGRESS CONNECTION

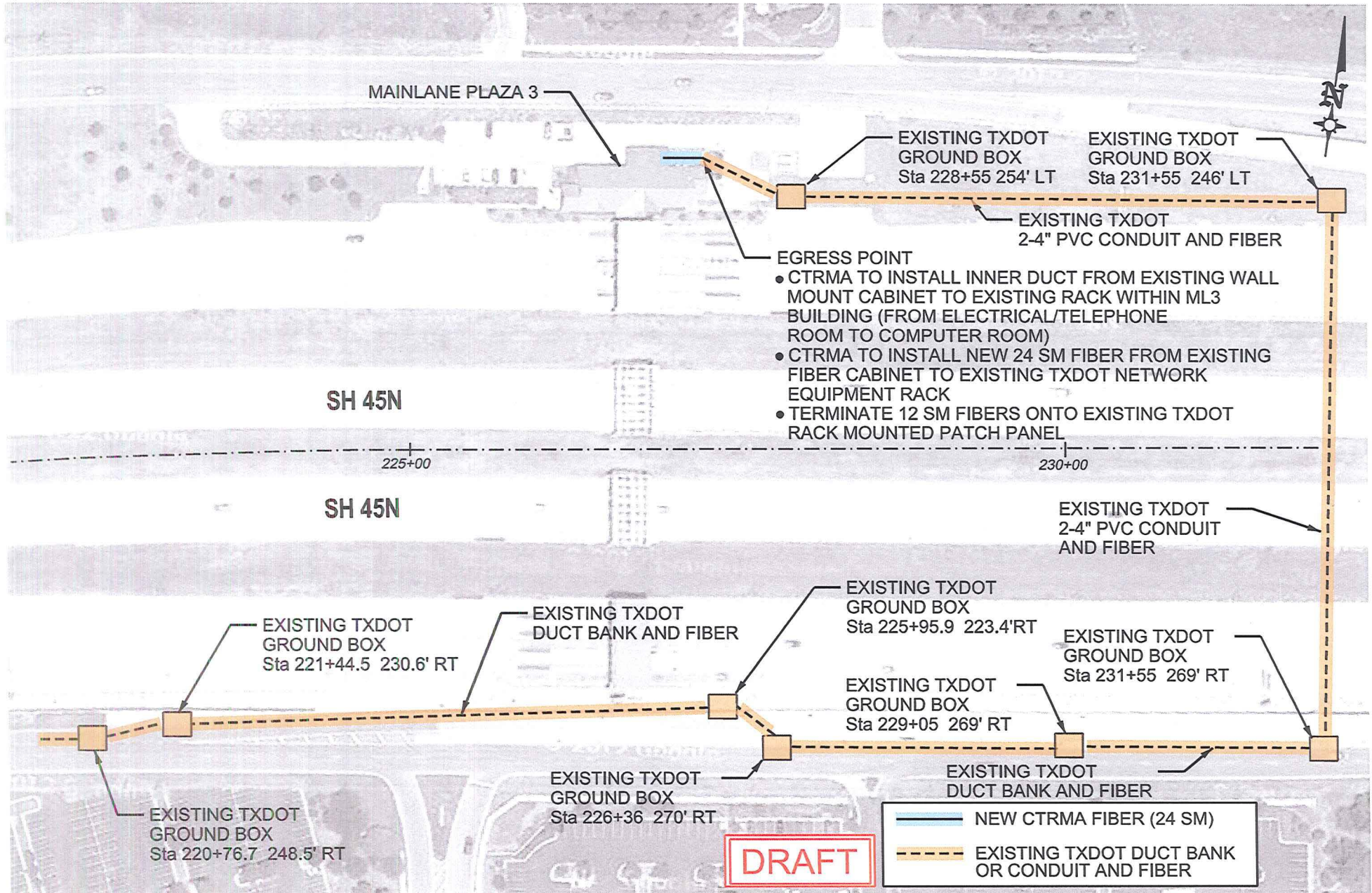
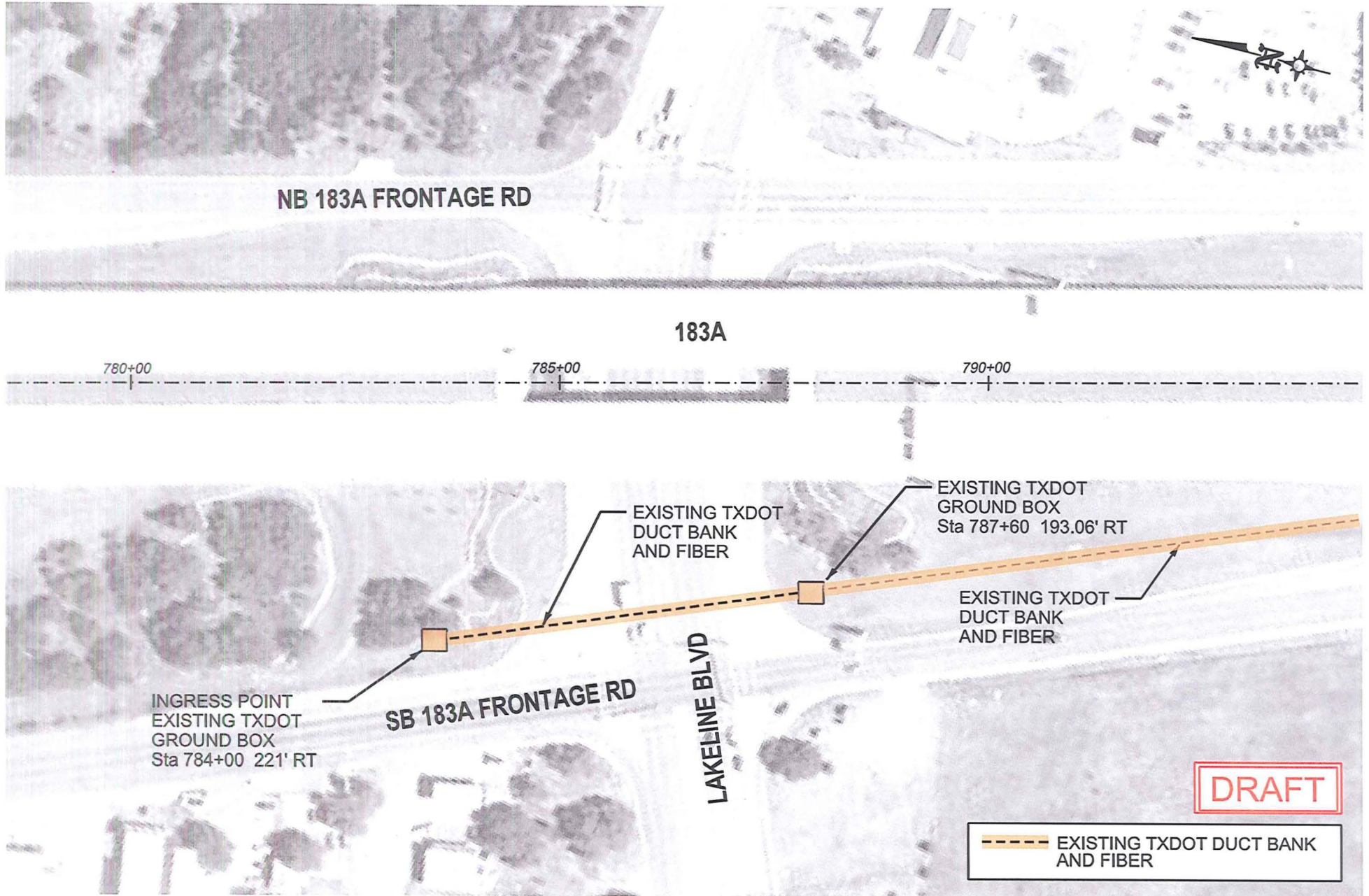


Exhibit B-2 LAKELINE BLVD AND SOUTHBOUND 183A FRONTAGE ROAD INGRESS CONNECTION



ATTACHMENT C (Location #3 - 183 HUB Building)

REQUEST FOR AUTHORIZATION of FIBER OPTIC CABLE CONNECTION

Requested by: Central Texas Regional Mobility Authority (CTRMA)

Section A – Ingress Fiber Access Location Information

Ingress Location Identification	Existing TxDOT Hub building located along southbound US 183 frontage road under the US 290 bridge as shown on Exhibit C.
Ingress Location Address	US 183/US 290 as shown on Exhibit C.
Fiber Interface Method	<input type="checkbox"/> Dark Fiber Splice <input type="checkbox"/> Wave Division Multiplexer Connection <input checked="" type="checkbox"/> Not applicable. No interface to TxDOT fiber is being proposed.
Interface Quantity	Local government system integrator is to provide 12 dark fibers. No interface to TxDOT fiber is being proposed.
Interface Optical Wavelength	<input type="checkbox"/> 850 nm <input type="checkbox"/> 1310 nm <input type="checkbox"/> 1550 nm <input checked="" type="checkbox"/> Other: Local government system integrator is providing an interface point in the Hub building for TxDOT access to the 48 strand fiber along 290E. This fiber will have one buffer tube that is dark, which will be available to TxDOT to use and determine the preferred interface optical wavelength.
Maximum Interface Bandwidth	<input type="checkbox"/> T-1 <input type="checkbox"/> NTSC <input type="checkbox"/> 10Mbps <input type="checkbox"/> 100 Mbps <input type="checkbox"/> 1Gbps <input type="checkbox"/> DS-3 <input type="checkbox"/> OC-3 <input type="checkbox"/> OC-12 <input type="checkbox"/> OC-48 <input checked="" type="checkbox"/> Other: No interface to TxDOT fiber or the TxDOT network is being proposed. The 290E fiber will be terminated onto a new fiber optic patch panel in the Hub building.
Special Ingress Requirements and Comments	

Section B – Egress Fiber Access Location Information

Egress Location Identification	Existing TxDOT ground box (labeled "Egress" on Exhibit C)
Egress Location Address	Approximately 1300 feet east of the US 183 / US 290 Hub building as shown on Exhibit C.
Special Egress Requirements and Comments	This location serves as the demarcation between TxDOT duct bank and CTRMA duct bank.

Technical Contact Person:	Cheryl Doherty	Phone Number:	512-342-3316
Activation Date Requested:	June 2013		
Requested By:	Tim Reilly	Date:	1/15/2013

Section C – Provider Agency (-- enter agency name --) Review and Response

Engineering Comments:		
Engineering Recommendation:	<input type="checkbox"/> Approve <input type="checkbox"/> Do Not Approve	
Engineering Reviewed By:		
Approved by:	---	Date
	---print name here; signature above	

ATTACHMENT D (Location #3 - 183 Hub Building)

REQUEST FOR AUTHORIZATION of INFRASTRUCTURE CONNECTION

Requested by: Central Texas Regional Mobility Authority (CTRMA)

Section A – Ingress Infrastructure Access Location Information

Ingress Point	Existing TxDOT Hub building located along southbound US 183 frontage road under the US 290 bridge as shown on Exhibit C.
Ingress Location Address	US 183/US 290 as shown on Exhibit C.
Ingress Location Identification	Existing TxDOT Hub building located along southbound US 183 frontage road under the US 290 bridge as shown on Exhibit C.
Type Infrastructure	<input type="checkbox"/> 3" conduit <input checked="" type="checkbox"/> TxDOT Existing Conduit <input type="checkbox"/> 4" multiduct conduit
Cable Type	<input type="checkbox"/> multi mode fiber optic cable --quantity <input checked="" type="checkbox"/> single mode fiber optic cable -- <u>1</u> <input type="checkbox"/> -- Other: please specify -- # strands - 48
Special Ingress Requirements and Comments	

Section B – Egress Infrastructure Access Location Information

Egress Point	Existing TxDOT ground box (labeled "Egress" on Exhibit C)
Egress Location Address	Approximately 1300 feet east of the US 183 / US 290 Hub building as shown on Exhibit C.
Egress Location Identification	Existing TxDOT ground box (labeled "Egress" on Exhibit C)
Special Egress Requirements and Comments	This location serves as the demarcation between TxDOT duct bank and CTRMA duct bank.

Technical Contact Person:	Cheryl Doherty	Phone Number:	512-342-3316
Activation Date Requested:	June 2013		
Requested By:	Tim Reilly	Date:	1/15/2013

Section C – Provider Agency (-- enter agency name --) Review and Response

Engineering Comments:			
Engineering Recommendation:	<input type="checkbox"/> Approve <input type="checkbox"/> Do Not Approve		
Engineering Reviewed By:			
Approved by:			
	---print name here; signature above		Date

Exhibit C

290E / US 183

INGRESS AND EGRESS CONNECTION

