

AMENDMENT NO. 11 TO
FACILITY CONCESSION AGREEMENT
SH 130, SEGMENTS 5 & 6 FACILITY

THIS AMENDMENT NO. 11 TO FACILITY CONCESSION AGREEMENT (this "Amendment") is entered into and effective as of November 18 2011 between the Texas Department of Transportation, a public agency of the State of Texas ("TxDOT"), and SH 130 Concession Company, LLC, a Delaware limited liability company ("Developer"), with reference to the following facts:

A. TxDOT and Developer entered into that certain Facility Concession Agreement dated as of March 22, 2007 (as amended, the "FCA"), together with related agreements collectively referred to in the FCA as the "FCA Documents". All capitalized terms used but not defined herein shall have the meanings set forth in the FCA.

B. The purpose of this Amendment is to incorporate the Multiple Use Agreement for Sharing Fiber Optic Cable and/or Related Infrastructure attached hereto as Exhibit A into the FCA Documents.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TxDOT and the Developer agree as follows:

1. Exhibit A – Multiple Use Agreement for Sharing Fiber Optic Cable and/or Related Infrastructure. Exhibit A to this Amendment is hereby added to and made a part of the FCA Documents.

2. FCA Documents; Order of Precedence. Section 1.2.1(4) of the FCA is hereby amended to read as follows:

4. Book 2 (Technical Requirements) amendments and "Multiple Use Agreement for Sharing Fiber Optic Cable and/or Related Infrastructure."

3. Effectiveness of FCA Documents. Except as specifically amended hereby, the provisions of the FCA Documents, as previously amended by Amendments 1 - 10, are hereby confirmed without change.

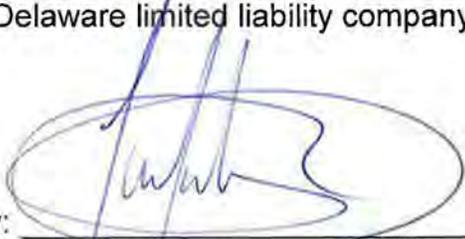
4. Binding Effect of Amendment. This Amendment is entered into pursuant to Section 24.3 of the FCA, and shall be valid, effective and enforceable.

5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first above written.

Developer

SH 130 CONCESSION COMPANY, LLC
a Delaware limited liability company



By: _____
Name: Javier Gutierrez
Title: Chief Executive Officer

TxDOT

TEXAS DEPARTMENT OF TRANSPORTATION

By: John A. Barton, P.E.
Name: John A. Barton, P.E.
Title: Deputy Executive Director

Exhibit A

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

STATE OF TEXAS §

COUNTY OF TRAVIS §

MULTIPLE USE AGREEMENT
for
SHARING FIBER OPTIC CABLE and/or RELATED INFRASTRUCTURE
with
SH 130 Concession Company, LLC
and the
Texas Department of Transportation

This agreement (this "Agreement") is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "Department," and SH 130 Concession Company, LLC, a Delaware limited liability company, hereinafter called the "Developer", and collectively known as the "parties."

In order to effectuate the development of the State Highway 130 Segments 5 and 6 facility (the "Facility"), the parties entered into that certain Facility Concession Agreement dated as of March 22, 2007 (as amended, the "FCA"), together with related agreements collectively referred to in the FCA as the "FCA Documents". All capitalized terms used but not defined herein shall have the meanings set forth in the FCA. Except to the extent expressly provided herein, nothing in this Agreement is intended to limit, modify, supersede or otherwise alter any of the rights or obligations of the parties under the FCA.

In furtherance of the development of the Facility, the parties desire to allow Developer to connect fiber optic cable ("Fiber Optic Cable") and related infrastructure ("Related Infrastructure") to the Department's 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 ground boxes, conduit, ducts, control cabinets, poles, structures, etc. along the Department's roadways and right-of-way, as well as offices, operations and control centers, substations, etc. within the Department's 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 the Department.

This Agreement incorporates the provisions of **Attachment A**, Descriptions and Specifications of Rights Granted in Article 2; **Attachment B**, Request for Authorization of Fiber Optic Cable Connection; **Attachment C**, Request for Authorization of Fiber Optic Cable-Related Infrastructure Connection; **Attachment D**, Central Texas Turnpike Project Fiber Schematic; and **Attachment E**, Additional Details of Connection to Department Optic Fiber.

In consideration of the mutual promises contained in this Agreement and the FCA, the Department and the Developer 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 this Agreement fully executed, and shall terminate concurrently with the termination of the FCA, or when otherwise modified or terminated, as hereinafter provided.

ARTICLE 2. RIGHTS GRANTED

- A. The Department agrees to allow Developer to connect to its Fiber Optic Cable and/or Related Infrastructure as provided herein.
- B. The Developer shall be allowed to use only the mutually agreed upon Department Fiber Optic Cable and/or Related Infrastructure as listed in Attachments A, B, C, and further illustrated in Attachment D and E.
- C. Subject to Article 6 and the other requirements provided herein, the Department permits Developer to enter upon its right-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such connections of the Developer's Fiber Optic Cable and/or Related Infrastructure to the Department's Fiber Optic Cable and/or Related Infrastructure.
- D. Any and all rights expressly granted to Developer to use the Department's Fiber Optic Cable and/or Related Infrastructure shall be subject to the prior and continuing right of the Department 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.
- E. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Developer 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 the designated right-of-way as shown on **Attachment E**.
- 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. The Department may provide unused Intelligent Vehicle Highway System infrastructure (intelligent transportation systems and tolling) and Department facilities to support the additional infrastructure when possible and when deemed to be in the best interest of the Department.
- C. Because of unforeseen circumstances that may arise from the operation of the Department hardware or software, or other difficulties in telecommunications transmission over which the Department has no control, no guarantee is made that use of facilities will be available to the Developer at all times during the term of this Agreement. The Department is not responsible for any loss of revenue to the Developer due to any interruption in the facilities. The Department does not guarantee a minimum response time to re-establish the facilities due to Department 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 Developer'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 Developer must obtain all required governmental agreements, permits, and authorizations prior to beginning any such work and shall provide copies of the same to the Department upon request.
- D. After commencement of the installation of the equipment, the Developer shall perform such work with due diligence to its completion.
- E. The Developer is solely responsible for meeting and adhering to the above listed standards notwithstanding the Department's approval of plans and specifications.

ARTICLE 5. INSTALLATION OF EQUIPMENT

- A. The Developer shall install any necessary hardware, software, or other infrastructure at its sole cost and risk, in accordance with **Attachments A - E** hereto, which have been reviewed and approved by TxDOT to ensure compatibility with existing equipment and software.
- B. Prior to any equipment installation, engineering design, or operations and maintenance of the Fiber Optic Cable and/or Related Infrastructure by the Developer, Developer shall provide plans and specifications for such work which shall be subject to the Department'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 Developer.
- D. The Developer shall provide all interface items required to maintain the equipment.
- E. Access by the Developer's employees or contractors to the equipment located at the Department's facility will be by appointment only and must have designated Department 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 B and C, shall be submitted to the Department for approval prior to any work being done. The Department shall review and approve or disapprove the connection, in writing, within thirty (30) days. During the course of the work, any substantial changes or alterations must also be submitted to the Department for prior written approval. All work shall be done in conformity with the approved Attachment B and/or C. Upon completion of the work, the Developer shall promptly furnish suitable documentation showing the exact nature of the connection.

ARTICLE 7. INSPECTION

Ingress and egress shall be allowed at all times to the Developer's Fiber Optic Cable and/or Related Facilities for Federal Highway Administration and Department personnel and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all Developer activities shall be prohibited until further notice from the Department.

ARTICLE 8. INSURANCE

To the extent that this Agreement authorizes the Developer or its contractor to perform any work on State right-of-way, before beginning work the entity performing the work shall provide the Department with proof of the Insurance Policies as required by Section 16.1 of the FCA. 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 the Department may recover damages and all costs of completing the work.

ARTICLE 9. 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 10. TERMINATION

- A. Including the provisions established herein, this Agreement may be terminated by any of the following conditions:
 - (1) By mutual written agreement; or
 - (2) By the Department at any time if it determines that use by the Developer of the respective Fiber Optic Cable and/or Related Infrastructure is not in the public interest; or
 - (3) By the Department, upon written notice to the Developer as consequence of (i) the Developer's failure to comply with the requirements of this Agreement and to cure such failure in accordance with Section 10.B below or (ii) the occurrence of a Developer Default that is or becomes a Default Termination Event under the FCA.
- B. If the termination is due to the failure of the Developer to fulfill its contractual obligations under this Agreement, the Department will notify the Developer that a possible breach of

- contract has occurred. If it is determined by the Department that an actual breach has occurred, the Developer must remedy the breach as outlined by the Department to the Department's satisfaction within thirty (30) days from receipt by Developer of the Department's notification. The Department will declare this Agreement terminated upon the Developer's failure to remedy the breach within the 30-day period; provided, however, that if the breach by its nature cannot be cured within thirty (30) days, then the Department shall not terminate this Agreement if the Developer commences such cure within thirty (30) days of the notice of the breach, and thereafter diligently prosecutes such cure to completion.
- C. Except as provided in Section 10.D below, termination of the Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Developer under this Agreement.
 - D. Termination or expiration of this Agreement shall not extinguish any of the Developer's or the Department's obligations under this Agreement that by their terms continue after the date of termination or expiration.
 - E. The Department may conduct periodic reviews to determine whether continuation of this Agreement is in the public interest. Termination of this Agreement shall not relieve the Developer of its tolling obligations under the FCA, including the obligation to provide a communication link to the CSC Host. A change in Developer's connection point to the Department's network shall not entitle Developer to any Claim or additional compensation.

ARTICLE 11. REMEDIES

An uncured violation or breach of this Agreement by the Developer shall be grounds for termination of this Agreement. Developer's failure to materially observe or perform or cause to be observed or performed any material covenant, agreement, obligation, term or condition required to be observed or performed by Developer under this Agreement shall be a Developer Default under the FCA. Any increased costs arising from the Developer's default, breach of contract or violation of this Agreement terms shall be paid by the Developer.

ARTICLE 12. 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 13. ASSIGNMENT PROHIBITION

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

ARTICLE 14. HOLD HARMLESS

The Developer shall indemnify and save harmless the Department 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 Developer or of any person employed by the Developer. The Developer shall also indemnify and save harmless the Department from any and all expense, including but not limited to attorney fees that may be incurred by the Department in litigation or otherwise resisting the claim or liabilities that may be imposed on the Department as a result of such activities by the Developer, its agents, or employees. The Developer agrees to indemnify and save harmless the Department 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 Developer's indemnification of the Department shall extend for a period of three (3) years beyond the date of termination of this Agreement. Notwithstanding anything to the contrary contained herein, the Developer's indemnity obligations hereunder shall be subject to Sections 16.5.3 and 16.5.6 of the FCA.

ARTICLE 15. GRATUITIES

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

ARTICLE 16. COMPLIANCE WITH LAWS

The Developer 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 Developer shall furnish the Department with satisfactory proof of this compliance. The Developer shall provide or obtain all applicable permits, plans, or other documentation required by a federal or state entity.

ARTICLE 17. STATE AUDITOR'S PROVISION

The State Auditor may conduct an audit or investigation of any entity receiving funds from the Department 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 18 NOTICES

All notices to either party by the other party required under this Agreement shall be delivered in accordance with the notice provisions set forth in Section 24.12 of the FCA. In addition, copies of all notices sent by Developer under this Agreement shall be delivered to the following person:

Texas Department of Transportation
ATTN: Director, Maintenance Division
125 East 11th Street
Austin, Texas 78701

ARTICLE 19. SIGNATORY AUTHORITY

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

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IN TESTIMONY WHEREOF, the Department and the Developer have executed duplicate counterparts of this Agreement.

SH 130 CONCESSION COMPANY, LLC,
a Delaware limited liability company

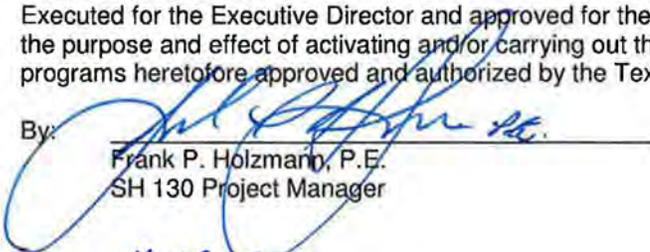
By: 

Javier Gutiérrez
Chief Executive Officer

Date: 11-29-2011

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: 

Frank P. Holzmann, P.E.
SH 130 Project Manager

Date: 11-18-2011

**Attachment A:
DESCRIPTIONS and SPECIFICATIONS of RIGHTS GRANTED in ARTICLE 2**

Department agrees to allow the Developer access to and use of Department's existing ground boxes, conduit and fiber optic strands as described below:

- a. Developer will be allowed reasonable access to the following ground boxes:
 1. Originating ground box near station 2891+60, located near U.S. 183 and SH 130.
 2. Ground box near station 2873+00 required for access to CCTV #5.
 3. Ground box near station 2812+00 required for access to DMS 1 sign.
 4. Terminating ground box near station 2755+00 on segment 4 at the Moore Rd. exit ramp.
 5. All ground boxes between station 2891+60 and station 2755+00 as needed to pull Developer's fiber optic cable to the above locations.
- b. Developer will be allowed to utilize conduit duct "A" ("Conduit A"), as described in the Duct Bank Identification Layout provided in Attachment E-5 hereto. Developer must install all cable racks and support in any access point used, if not already existing. Developer must clearly and permanently label any cable with owner and purpose at each access point.
- c. Conduit A will be used by Developer to install new fiber to originate at the ground box near station 2891+60, and terminate at the ground box near station 2755+00 on State Highway 130, Segment 4 ("SH 130, Segment 4") at the Moore Rd. exit ramp.
- d. Prior to splicing, Developer will confirm via VFL (Visible Light) testing into the existing fiber optic cable at Moore Road two (2) of four (4) fibers identified for Facility use in order to verify correct fibers at the termination point. The fiber optic cables will be tested bi-directionally at both operational wavelengths (1310nm & 1550nm) by using a calibrated Optical Time Domain Reflectometer (OTDR) with the results provided. In addition, optical link loss tests shall be performed on all strands in a singular direction to corroborate the OTDR traces. Once testing is complete, Department will provide Developer with a list of fibers to use.
- e. Department will provide access to Mainline 8 for Developer to perform the splice. Developer will be responsible for accessing Department's existing fiber optic cable located in the ground box at Moore Road and splicing four (4) strands of single mode fiber into the existing fiber optic cable. The fiber optic cables will be spliced in accordance with ANSI/TIA/EIA-568-B.1 standards. Once the fiber optic cable is spliced, Department will coordinate with Developer and provide Developer with two fiber optic cable termination points at the mainline toll facility located at station 2512+00 on SH 130, Segment 4 ("ML 8"), where they will be connected to the Department's network already in operation and complete the communication link to Department's customer service center located along SL 1 (toll) just north of Parmer Lane. This will allow Developer to verify the fibers provided are correct and Developer will need to test the fiber at the location as well.

- f. The exact fibers will be provided once work commences and the additional two fibers will be left and used either for spares or future use as agreed to by Department and Developer.
- g. The Department shall provide the Internet Protocol (IP) address scheme to the Developer in order to program the Ethernet routing for both the Developer and Department to exchange data.
- h. Attachment E hereto provides additional details of the connection to TxDOT optic fiber.
 - Page E-1: ITS Layout Sheet 16 Fiber origination point
 - Page E-2: ITS Layout Sheet 13 CCTV #5 ground box location
 - Page E-3: ITS Layout Sheet 12 DMS #1 sign location
 - Page E-4: Segment 4 Section 158 Traffic Plans Sheet 3 of 16
 - Page E-5: Duct Bank Identification Layout

**Attachment B:
REQUEST FOR AUTHORIZATION of FIBER OPTIC CABLE CONNECTION**

Requested by: SH 130 Concession Company, LLC

Section A – Ingress Fiber Access Location Information

Ingress Location Identification	Location 1: Existing TxDOT Ground Box at Station 2891+60 for SH 130 ITS backbone interface (see ITS Layout Sheet 16) Location 2: Existing TxDOT Ground Box near Station 2873+00 for access to CCTV #5 (see ITS Layout Sheet 13) Location 3: Existing TxDOT Ground Box near Station 2812+00 for access to DMS #1 (see ITS Layout Sheet 12)
Ingress Location Address	Location 1: NE quadrant SH45SE/US183NB (Station 2891+60, see ITS Layout Sheet 16) Location 2: SB frontage of SH45SE, west of US183 (approximate Station 2873+00, see ITS Layout Sheet 13) Location 3: SH130 SB exit ramp for US183 (approximate station 2812+00, see ITS Layout Sheet 12)
Fiber Interface Method	<input checked="" type="checkbox"/> Dark Fiber Splice <input type="checkbox"/> Wave Division Multiplexer Connection
Interface Quantity	4 strands of fiber.
Interface Optical Wavelength	<input type="checkbox"/> 850 nm <input checked="" type="checkbox"/> 1310 nm <input type="checkbox"/> 1550 nm <input type="checkbox"/> -- Other: please specify --
Maximum Interface Bandwidth	<input type="checkbox"/> T-1 <input type="checkbox"/> NTSC <input type="checkbox"/> 10Mbps <input type="checkbox"/> 100 Mbps <input checked="" type="checkbox"/> 1Gbps <input type="checkbox"/> DS-3 <input type="checkbox"/> OC-3 <input type="checkbox"/> OC-12 <input type="checkbox"/> OC-48 <input type="checkbox"/> -- Other: please specify --
Special Ingress Requirements and Comments	N/A

Section B – Egress Fiber Access Location Information

Egress Location Identification	Existing TxDOT Ground Box near Station 2755+00 on SH 130, Segment 4 at the Moore Road exit ramp (see Attachment E-4)
Egress Location Address	9409 South SH 130 Austin, TX 78719
Special Egress Requirements and Comments	N/A

Technical Contact Person: Guy Russell
0526

Phone Number: 512-407-

Activation Date Requested: 12/15/11

Requested By: Javier Gutierrez

Date: _____

Section C – TxDOT Review and Response

Engineering Comments: *None*

Engineering Recommendation: Approve

Do Not Approve

Engineering Reviewed By: *Fred D. Woodall* Date: *11-29-11*

Approved by: *Fred D. Woodall* Date: *11-18-11*
Fred D. Woodall, P.E.

Interim Director, Toll Operations Division

**Attachment C:
REQUEST FOR AUTHORIZATION of INFRASTRUCTURE CONNECTION**

Requested by: SH 130 Concession Company, LLC

Section A – Ingress Infrastructure Access Location Information

Ingress Point	Location 1: Existing TxDOT Ground Box at Station 2891+60 for SH 130 ITS backbone interface (see ITS Layout Sheet 16) Location 2: Existing TxDOT Ground Box near Station 2873+00 for access to CCTV #5 (see ITS Layout Sheet 13) Location 3: Existing TxDOT Ground Box near Station 2812+00 for access to DMS #1 (see ITS Layout Sheet 12)
Ingress Location Address	Location 1: NE quadrant SH45SE/US 183NB (Station 2891+60, see ITS Layout Sheet 16) Location 2: SB frontage of SH45SE, west of US183 (approximate Station 2873+00, see ITS Layout Sheet 13) Location 3: SH130 SB exit ramp for US183 9 (approximate station 2812+00, see ITS Layout Sheet 12)
Ingress Location Identification	Location 1: Existing TxDOT Ground Box at Station 2891+60 for SH 130 ITS backbone interface (see ITS Layout Sheet 16) Location 2: Existing TxDOT Ground Box near Station 2873+00 for access to CCTV #5 (see ITS Layout Sheet 13) Location 3: Existing TxDOT Ground Box near Station 2812+00 for access to DMS #1 (see ITS Layout Sheet 12)
Type Infrastructure	<input type="checkbox"/> 3" conduit <input type="checkbox"/> 4" multiduct conduit <input checked="" type="checkbox"/> TxDOT Existing Conduit
Cable Type	<input type="checkbox"/> multi mode fiber optic cable -- quantity -- <input checked="" type="checkbox"/> single mode fiber optic cable # 4 strands <input type="checkbox"/> -- Other: please specify -- # strands -- quantity --
Special Ingress Requirements and Comments	N/A

Section B – Egress Infrastructure Access Location Information

Egress Point	Existing TxDOT Ground Box near Station 2755+00 on SH 130, Segment 4 at the Moore Road exit ramp (see Attachment E-4)
Egress Location Address	9409 South SH 130 Austin, TX 78719
Egress Location Identification	Existing TxDOT Ground Box near Station 2755+00 on SH 130, Segment 4 at the Moore Road exit ramp (see Attachment E-4)
Special Egress Requirements and Comments	N/A

Technical Contact Person: Guy Russell

Phone Number: 512-407-0526

Activation Date Requested: 12/15/11

Requested By: Javier Gutierrez

Date: _____

Section C – TxDOT Review and Response

Engineering Comments: *None*

Engineering Recommendation: Approve

Do Not Approve

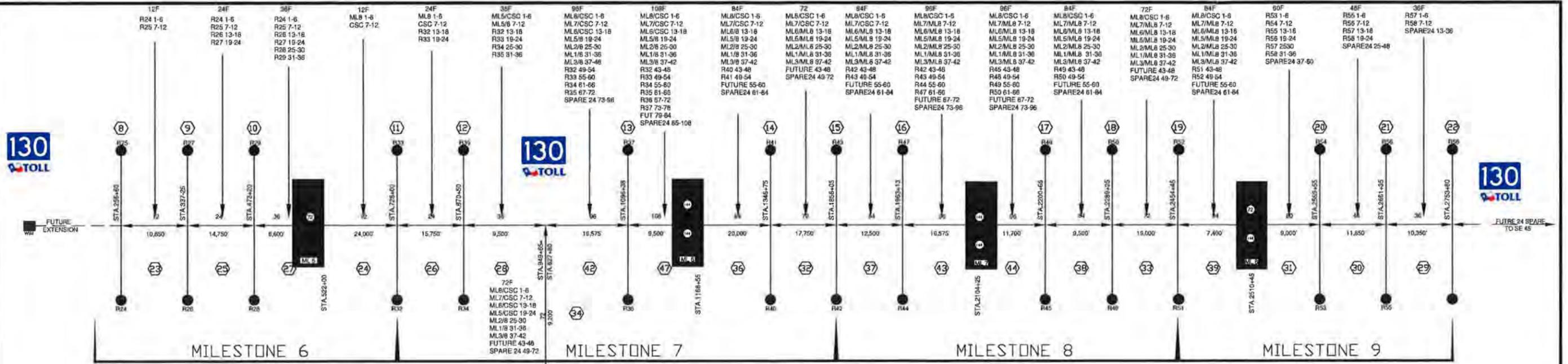
Engineering Reviewed By: *[Signature]* Date: *11-18-11*

Approved by: *[Signature]* Date: *11-18-11*

Fred D. Woodall, P.E.

Interim Director, Toll Operations Division

**Attachment D:
CENTRAL TEXAS TURNPIKE PROJECT FIBER SCHEMATIC**

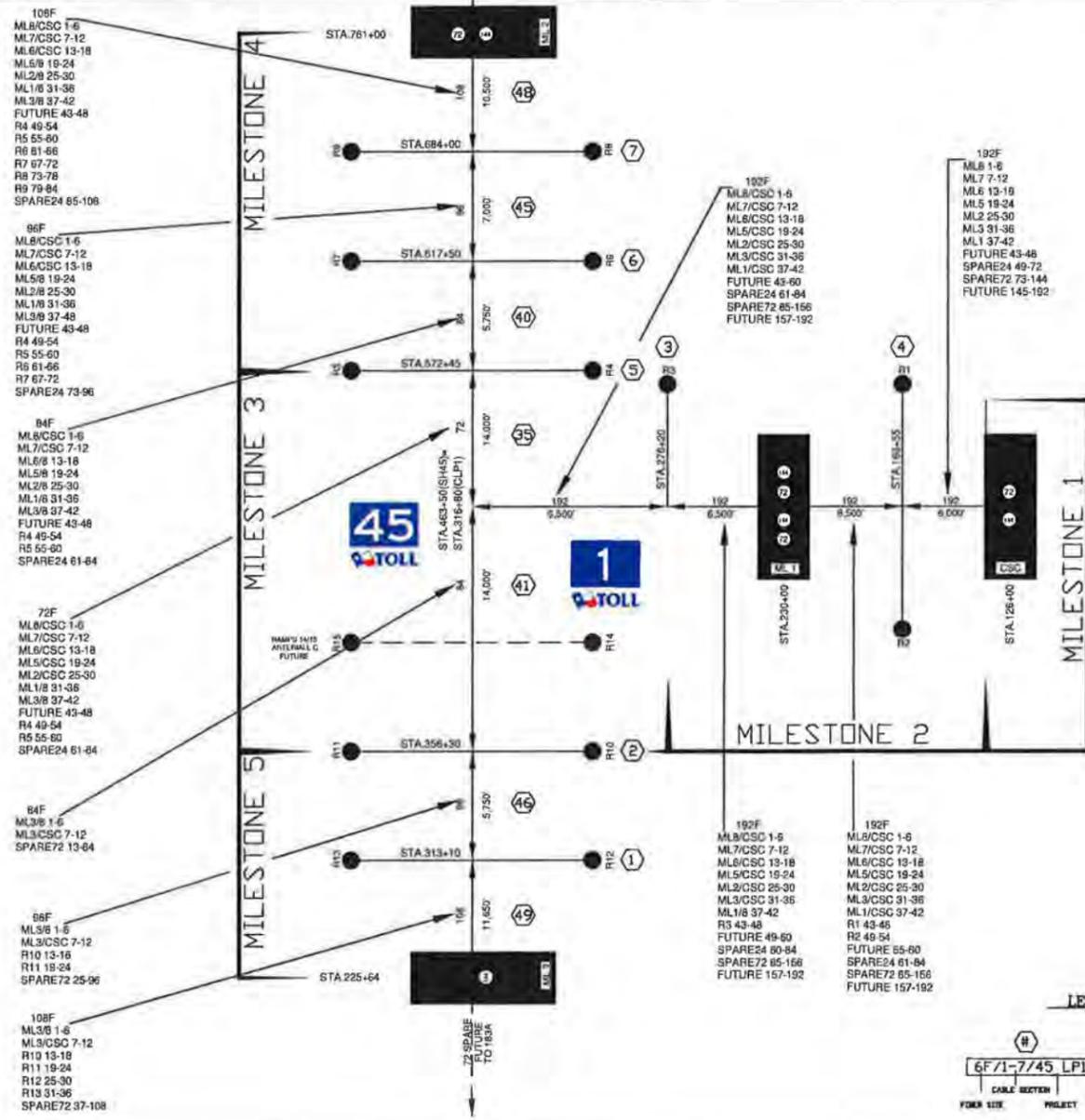


MILESTONE 6

MILESTONE 7

MILESTONE 8

MILESTONE 9



Manufacturer	Part Number	Description	Quantity
COMMSCOPE	O-008-LN-8W-F12NS	6F/1-7/45-L1	9250
COMMSCOPE	O-008-LN-8W-F12NS	6F/8-15/130	9550
COMMSCOPE	O-008-LN-8W-F12NS	6F/16-22/130	11200
COMMSCOPE	O-012-LN-8W-F12NS	12F/23/130	10850
COMMSCOPE	O-012-LN-8W-F12NS	12F/24/130	24000
COMMSCOPE	O-024-LN-8W-F12NS	24F/25/130	14750
COMMSCOPE	O-024-LN-8W-F12NS	24F/26/130	15750
COMMSCOPE	O-036-LN-8W-F12NS	36F/27-28/130	16100
COMMSCOPE	O-036-LN-8W-F12NS	36F/29/130	10350
COMMSCOPE	O-048-LN-8W-F12NS	48F/30/130	11850
COMMSCOPE	O-060-LN-8W-F12NS	60F/31/130	9000
COMMSCOPE	O-072-LN-8W-F12NS	72F/32/130	17750
COMMSCOPE	O-072-LN-8W-F12NS	72F/33/130	19000
COMMSCOPE	O-072-LN-8W-F12NS	72F/34/45	9200
COMMSCOPE	O-072-LN-8W-F12NS	72F/35/45	14000
COMMSCOPE	O-084-LN-8W-F12NS	84F/36/130	20000
COMMSCOPE	O-084-LN-8W-F12NS	84F/37/130	12500
COMMSCOPE	O-084-LN-8W-F12NS	84F/38-39/130	16900
COMMSCOPE	O-084-LN-8W-F12NS	84/40-41/45	19750
COMMSCOPE	O-096-LN-8W-F12NS	96F/42/130	16575
COMMSCOPE	O-096-LN-8W-F12NS	96F/43/130	16575
COMMSCOPE	O-096-LN-8W-F12NS	96F/44/130	11700
COMMSCOPE	O-096-LN-8W-F12NS	96F/45-46/45	12800
COMMSCOPE	O-108-LN-8W-F12NS	108F/47/130	9500
COMMSCOPE	O-108-LN-8W-F12NS	108F/48/45	10500
COMMSCOPE	O-108-LN-8W-F12NS	108F/49/45	11650
COMMSCOPE	O-192-LN-8W-F12NS	192F/50-51/L1	18150
COMMSCOPE	O-192-LN-8W-F12NS	192F/52-53/L1	13500

CENTRAL TEXAS TURNPIKE PROJECT
FIBER SCHEMATIC
FOR
UNITED TOLL SYSTEMS

Date: JANUARY 31, 2008



ENGINEER:
JIM W. DAWSON RCDD/OSP Specialist
SRC GLOBAL SERVICES, INC.
OFFICE: 214-571-7928
FAX: 214-484-1130
CELL: 214-794-4857



TOM McDANIEL, P.E.D.
Program Manager:
Brett McNally
Contract Manager
Dana Ditz
Director, Engineer & Design

LEGEND
- CABLE SECTION NUMBER
6F/1-7/45 LPI - CABLE SECTION PROJECT
FOUR SIZE



NOT TO SCALE

Revised: _____
Revised: _____

PREPARED BY:
TECH GROUP

**Attachment E:
ADDITIONAL DETAILS OF CONNECTION TO DEPARTMENT OPTIC FIBER**

240/480V ELECTRICAL SERVICE
 LOCATION TCS #2
 AT EXISTING / ILLUM
 SERVICE LOCATION
 SH45 SBFR STA 2884+75, 250' RT



REV.	DATE	BY	DESCRIPTION
0	6/14/11	AF	APPROVED FOR CONSTRUCTION

LEGEND

- EXISTING GROUND BOX
- PROPOSED GROUND BOX - TY J
- PROPOSED ILLUMINATION GROUND BOX - TY A WITH APRON
- PROPOSED GROUND BOX - TY A WITH APRON UNLESS OTHERWISE NOTED
- EXISTING INTERCONNECT SYSTEM
- 2- 4" SCH 40 PVC CONDUIT (ITS BACKBONE)
- SCH 40 PVC CONDUIT (COMM)
- 2" SCH 40 PVC CONDUIT (ELECTRICAL)

NOTES:

1. ALL PROPOSED CONDUIT INSTALLED PER ITS TRENCH DETAILS.
2. SEE TYPICAL MVD/CCTV, DMS AND RWIS SITE DETAILS FOR INSTALLATION OF EACH OF THESE ELEMENTS.
3. CONTRACTOR TO FIELD VERIFY ALL EXISTING AND PROPOSED GROUND BOX LOCATIONS. ITS GROUND BOXES TO BE SPACED AT 1000' MAX.
4. THE PROPOSED UTILITY INFORMATION SHOWN IS DATA DATED MAY 18, 2010 AND IS SUBJECT TO CHANGE. CONTRACTOR TO FIELD VERIFY LOCATION OF UTILITIES AND MAINTAIN A MINIMUM OF 12" VERTICAL CLEARANCE.
5. THE ELECTRIC SERVICE LOCATIONS SHOWN ARE BASED ON CONCEPTUAL ADJUSTMENT PLANS FOR THE UTILITY SERVICE PROVIDER AND ARE SUBJECT TO CHANGE BASED ON FINAL UTILITY ADJUSTMENT DESIGN.
6. ALL FOUNDATIONS SHALL BE LOCATED TO SATISFY THE DESIGN CRITERIA FOR CLEAR ZONE AT THE SPECIFIED DESIGN SPEED FOR THE ADJACENT ROADWAY. ITS EQUIPMENT POLE FOUNDATIONS LOCATED WITHIN THE CLEAR ZONE SHALL BE PROTECTED WITH MBGF OR BE INSTALLED WITH BREAKAWAY POLE DETAILS (PROVIDED BY THE POLE MANUFACTURER).



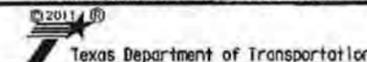
AF 6/14/11

SH130



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AECOM Technical Services Inc. - 3580



ATTACHMENT E-1

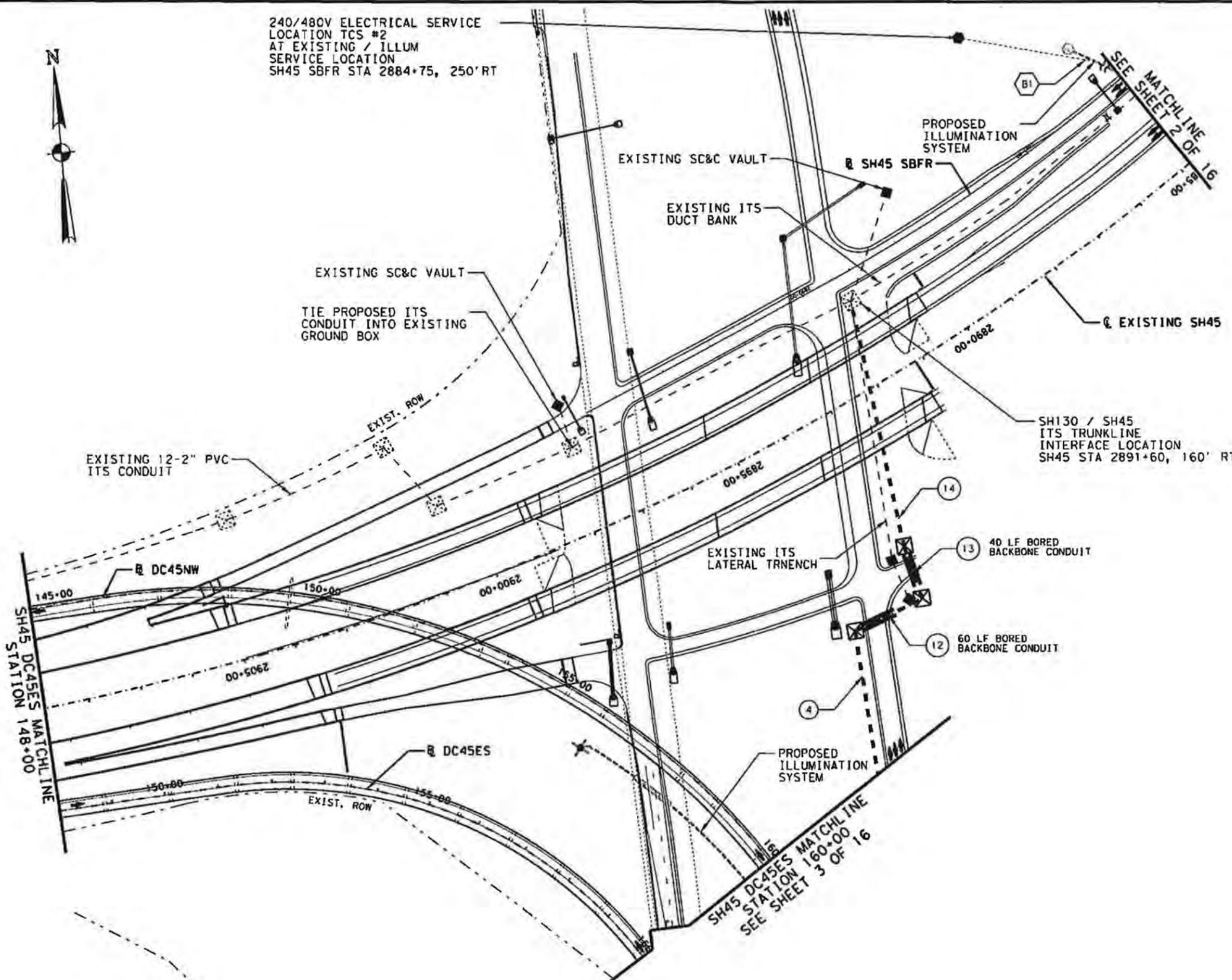
ITS LAYOUT
 US183 INTERSECTION

SCALE: 1" = 200' SHEET 5 OF 16

STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	06	TRAVIS & CALDWELL	16
CONT	JOB	SECTION	HIGHWAY NO
0440	06	007, 008	SH130

FOR CONDUIT AND WIRING SCHEDULES SEE "ITS SHEET QUANTITIES" SHEET 2 OF 7

ht



SH45 DC45ES MATCHLINE
STATION 148+00

SH45 DC45ES MATCHLINE
STATION 160+00
SEE SHEET 3 OF 16

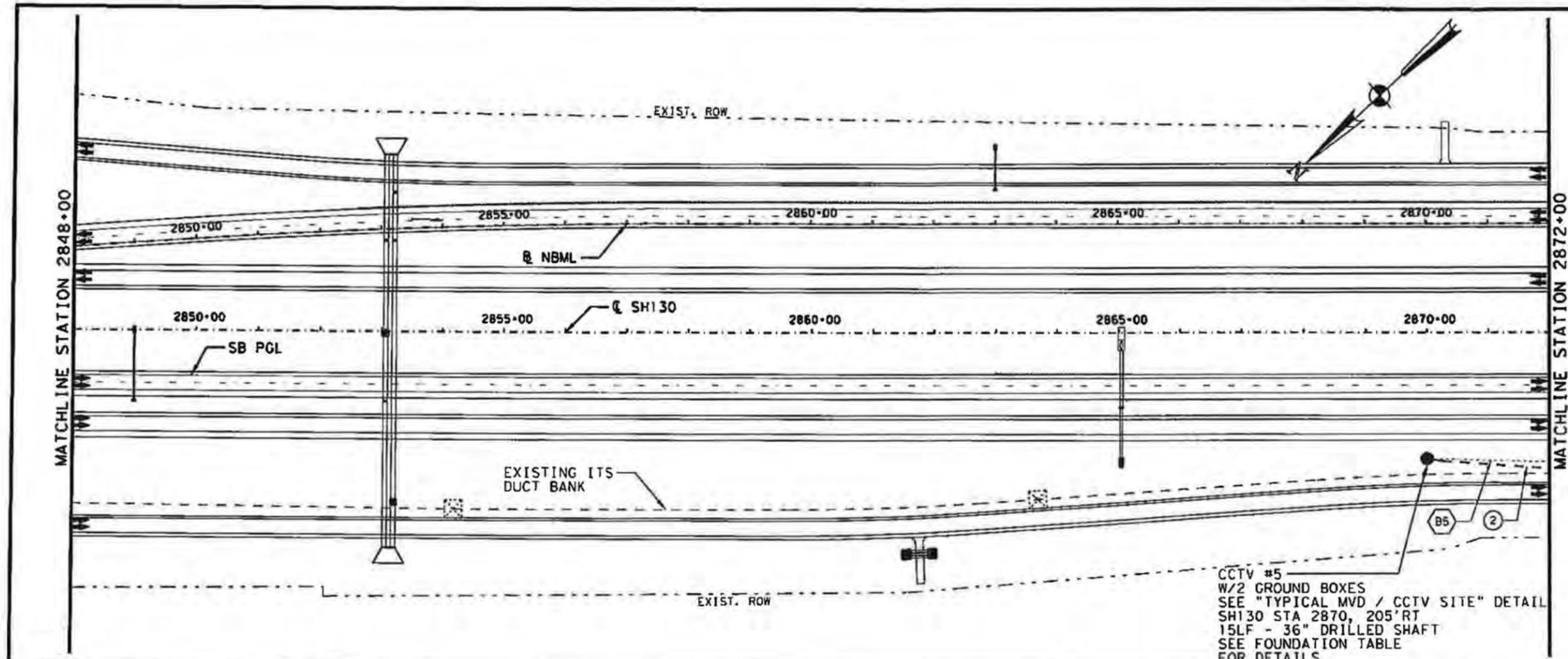
SEE MATCHLINE
SHEET 2 OF 16

REV	DATE	BY	DESCRIPTION
0	6/14/11	AF	APPROVED FOR CONSTRUCTION

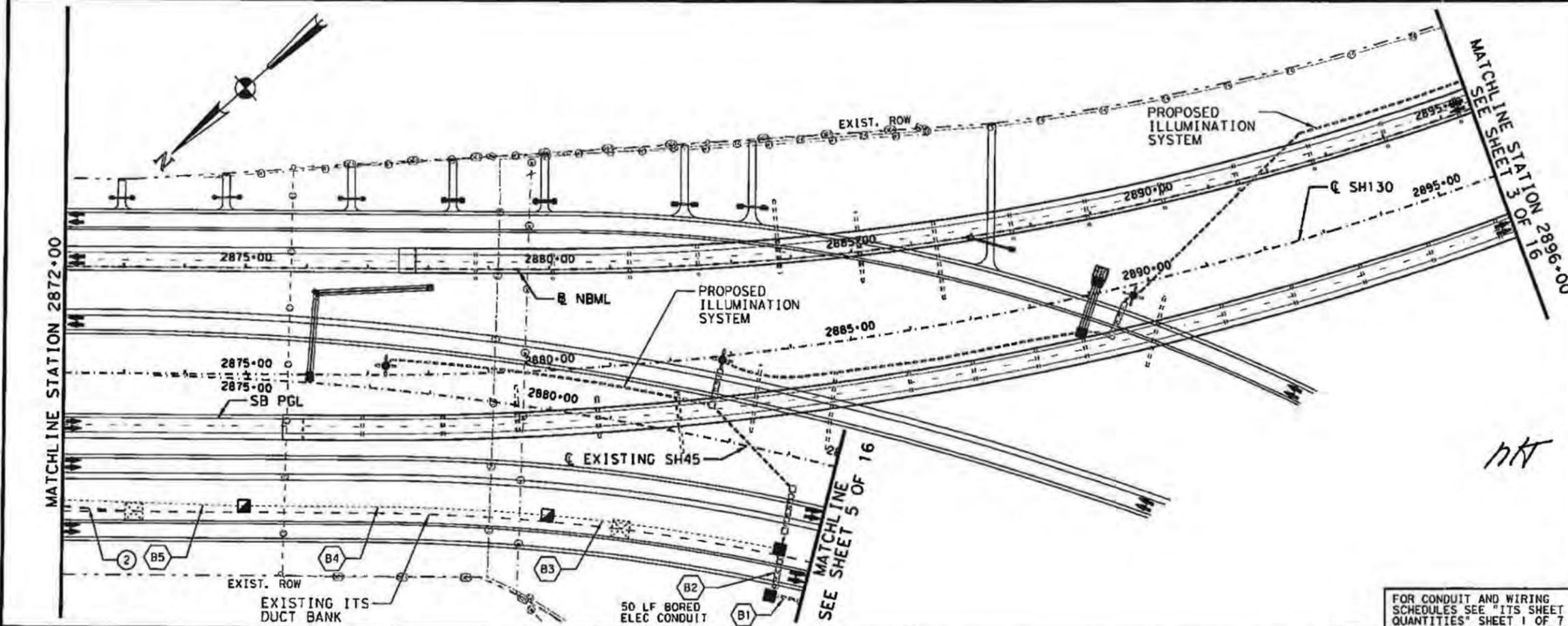
LEGEND

- EXISTING GROUND BOX
- PROPOSED GROUND BOX - TY J
- PROPOSED ILLUMINATION GROUND BOX - TY A WITH APRON
- PROPOSED GROUND BOX - TY A WITH APRON UNLESS OTHERWISE NOTED
- EXISTING INTERCONNECT SYSTEM
- 2- 4" SCH 40 PVC CONDUIT (ITS BACKBONE)
- SCH 40 PVC CONDUIT (COMM)
- 2" SCH 40 PVC CONDUIT (ELECTRICAL)

- NOTES:
- ALL PROPOSED CONDUIT INSTALLED PER ITS TRENCH DETAILS.
 - SEE TYPICAL MVD/CCTV, DMS AND RWIS SITE DETAILS FOR INSTALLATION OF EACH OF THESE ELEMENTS.
 - CONTRACTOR TO FIELD VERIFY ALL EXISTING AND PROPOSED GROUND BOX LOCATIONS. ITS GROUND BOXES TO BE SPACED AT 1000' MAX.
 - THE PROPOSED UTILITY INFORMATION SHOWN IS DATA DATED MAY 18, 2010 AND IS SUBJECT TO CHANGE. CONTRACTOR TO FIELD VERIFY LOCATION OF UTILITIES AND MAINTAIN A MINIMUM OF 12" VERTICAL CLEARANCE.
 - THE ELECTRIC SERVICE LOCATIONS SHOWN ARE BASED ON CONCEPTUAL ADJUSTMENT PLANS FOR THE UTILITY SERVICE PROVIDER AND ARE SUBJECT TO CHANGE BASED ON FINAL UTILITY ADJUSTMENT DESIGN.
 - ALL FOUNDATIONS SHALL BE LOCATED TO SATISFY THE DESIGN CRITERIA FOR CLEAR ZONE AT THE SPECIFIED DESIGN SPEED FOR THE ADJACENT ROADWAY. ITS EQUIPMENT POLE FOUNDATIONS LOCATED WITHIN THE CLEAR ZONE SHALL BE PROTECTED WITH MBOF OR BE INSTALLED WITH BREAKAWAY POLE DETAILS (PROVIDED BY THE POLE MANUFACTURER).



CCTV #5
W/2 GROUND BOXES
SEE "TYPICAL MVD / CCTV SITE" DETAIL
SH130 STA 2870, 205' RT
15LF - 36" DRILLED SHAFT
SEE FOUNDATION TABLE
FOR DETAILS



STATE OF TEXAS
AARON M. FLAUITT
93527
LICENSED PROFESSIONAL ENGINEER
6/14/11

SH130
CONSTRUCTION COMPANY, LLC

CT&A
CONSTRUCTORS

AECOM
AECOM Technical Services Inc. - 3580
Texas Department of Transportation

ATTACHMENT E-2
ITS LAYOUT
STA. 2848+00 TO STA. 2896+00

SCALE: 1" = 200' SHEET 2 OF 16

STATE	DISTRICT	COUNTY
TEXAS		TRAVIS & CALDWELL
CONT	SECT	JOB
0440	06	007.008
		SH130

FOR CONDUIT AND WIRING SCHEDULES SEE "ITS SHEET QUANTITIES" SHEET 1 OF 7

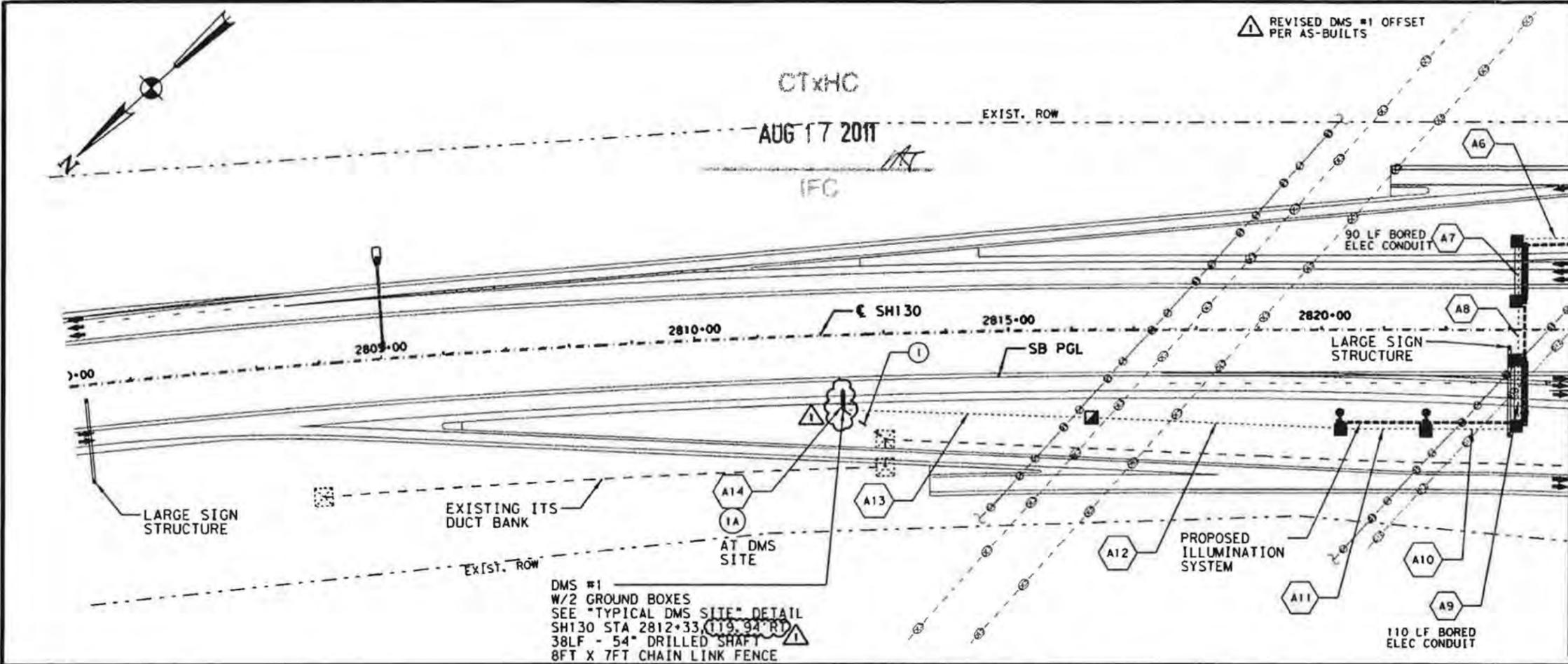
REVISD DMS #1 OFFSET PER AS-BUILTS

REV	DATE	BY	DESCRIPTION
0	6/14/11	AF	APPROVED FOR CONSTRUCTION
1	8/15/11	AF	FCR 030 AFC

LEGEND

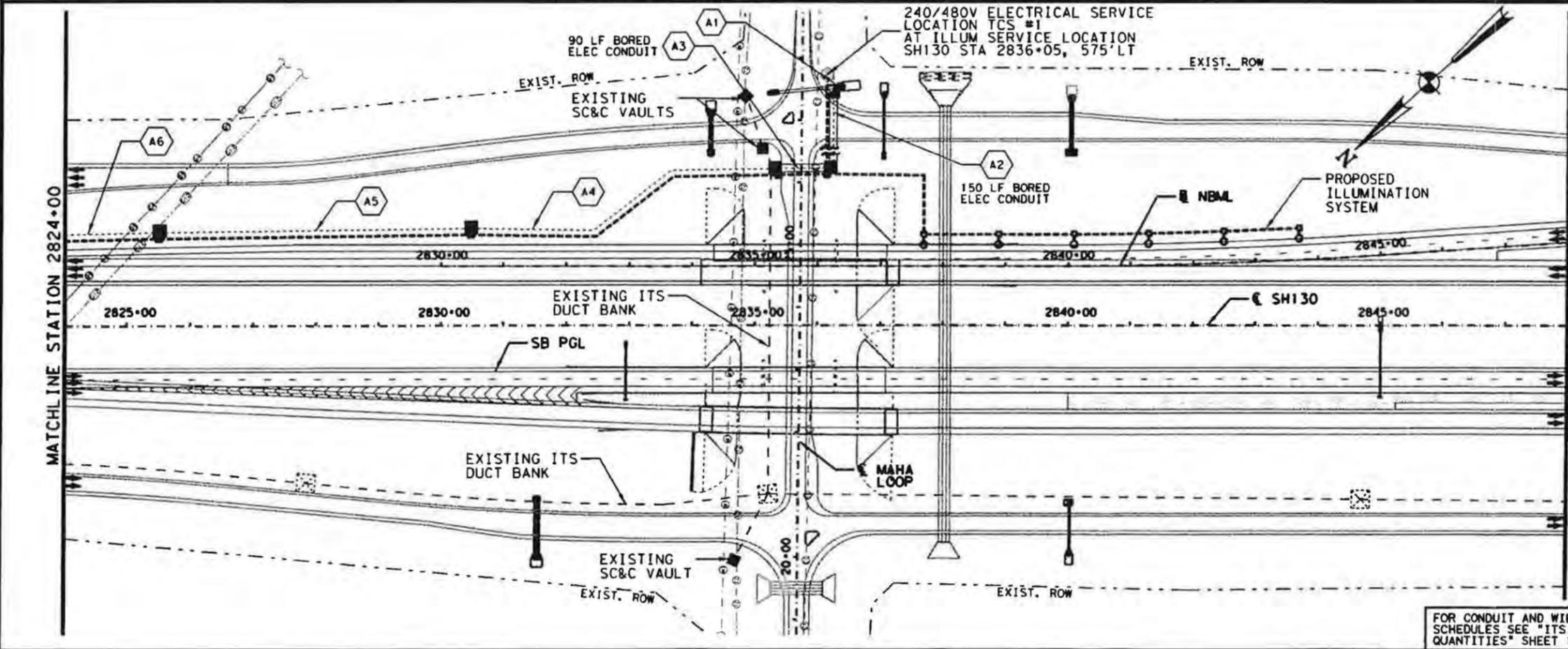
- EXISTING GROUND BOX
- PROPOSED GROUND BOX - TY J
- PROPOSED ILLUMINATION GROUND BOX - TY A WITH APRON
- PROPOSED GROUND BOX - TY A WITH APRON UNLESS OTHERWISE NOTED
- EXISTING INTERCONNECT SYSTEM
- 2- 4" SCH 40 PVC CONDUIT (ITS BACKBONE)
- SCH 40 PVC CONDUIT (COMM)
- 2" SCH 40 PVC CONDUIT (ELECTRICAL)

- NOTES:
- ALL PROPOSED CONDUIT INSTALLED PER ITS TRENCH DETAILS.
 - SEE TYPICAL MVD/CCTV, DMS AND RWIS SITE DETAILS FOR INSTALLATION OF EACH OF THESE ELEMENTS.
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DMS #1
W/2 GROUND BOXES
SEE "TYPICAL DMS SITE" DETAIL
SH130 STA 2812+33.119.94' RT
38LF - 54" DRILLED SHAFT
8FT X 7FT CHAIN LINK FENCE

MATCHLINE STATION 2824+00



240/480V ELECTRICAL SERVICE
LOCATION TCS #1
AT ILLUM SERVICE LOCATION
SH130 STA 2836+05, 575' LT

MATCHLINE STATION 2824+00

MATCHLINE STATION 2848+00



SH130



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Texas Department of Transportation

ATTACHMENT E-3

ITS LAYOUT
BEGIN TO STA. 2848+00

SCALE: 1" = 200' SHEET 1 OF 16

STATE	DISTRICT	COUNTY
TEXAS		TRAVIS & CALDWELL
CONT	SECT	JOB
0440	06	007,008
		SH130

FOR CONDUIT AND WIRING SCHEDULES SEE "ITS SHEET QUANTITIES" SHEET 1 OF 7

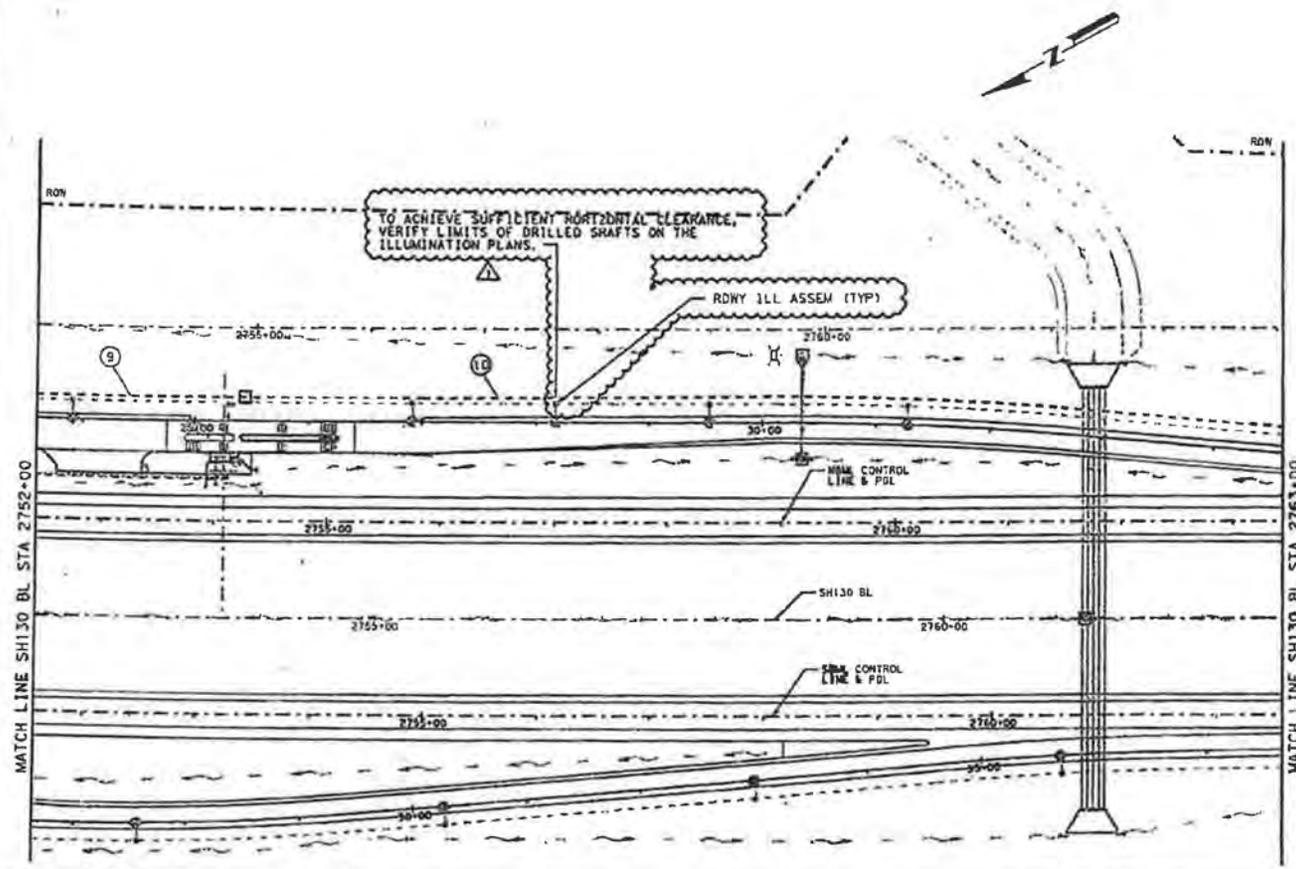
CONDUIT SUMMARY			
DESCRIPTION	RUN NO.	B. I.	NO.
DUCT BANK		1	1
DUCT BANK (ATTACHED TO BRIDGE)			
2" HDPE OR PVC (SCHD 40)			
2" RUC (SCHD 40) (BRIDGE)			
4" HDPE OR PVC (SCHD 40)			

SEE GENERAL NOTES ON SHEET 1 OF 16

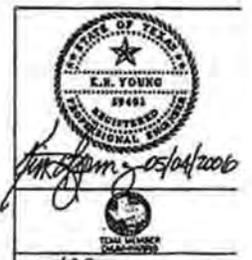
LEGEND

- ⊗ CONDUIT RUN NUMBER (SEE CONDUIT SUMMARY)
- CONDUIT RUNS
- ELECTRIC SERVICE
- GROUND BOX (SC&C)
- GROUND BOX (TYPE D) W/APRON

DATE	BY	REVISION



RELEASED FOR CONSTRUCTION
 SEP 22 2006
 Lone Star Infrastructure



TEXAS DEPARTMENT OF TRANSPORTATION
 SECTION 4 - SECTION 15B
 TRAFFIC PLANS
 DUCT BANK PLANS

ATTACHMENT E-4

STA 2752+00 TO STA 2763+00
 SCALE: 1" = 100'

SHEET 3 OF 16 SHEETS

DATE	BY	CHECKED BY	DATE

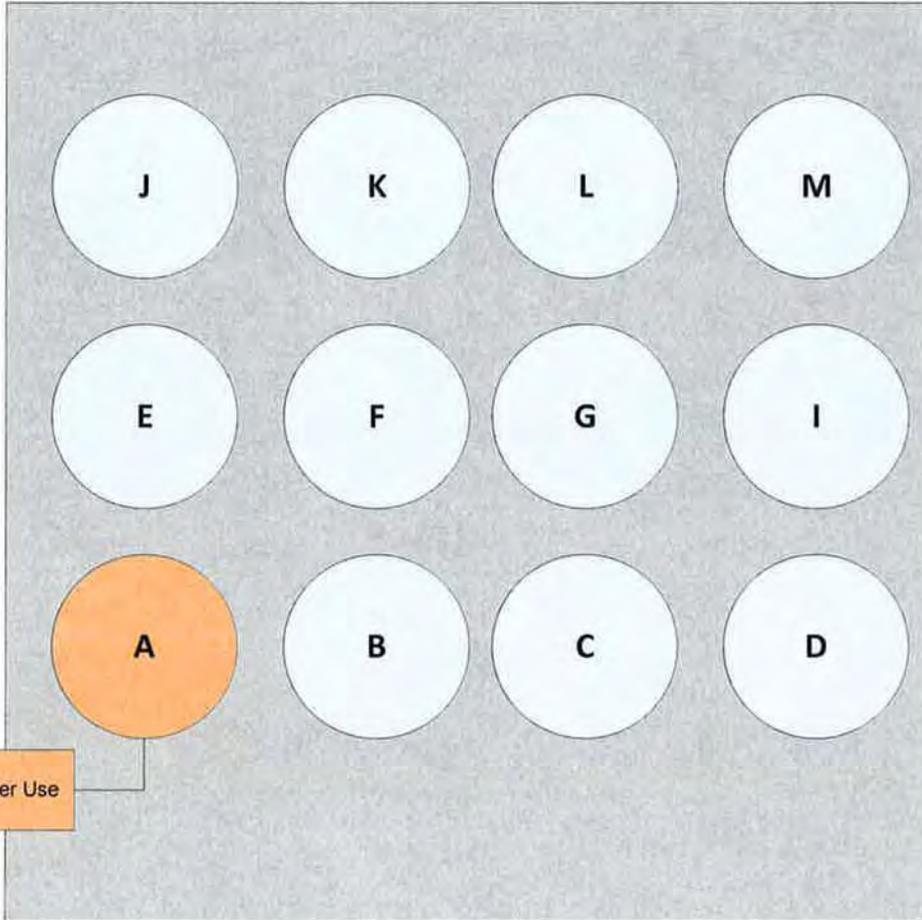
STATE	RESOURCES	COUNTY
TX	ALPS	TRAVIS

DATE	BY	DATE	BY
0440	DS	006	3/01/02

ATTACHMENT E-5

SH 130/SH 45 SE
DUCT BANK
IDENTIFICATION LAYOUT

Ground Level



For SH 130 Developer Use