

## **Amendment A**

### **Fiber Lease Agreement Between Wisconsin Department of Transportation and The University of Wisconsin System**

#### **1. Introduction**

This document constitutes Amendment A to the Original Fiber Lease Agreement between the Wisconsin Department of Transportation and The University of Wisconsin System executed on July 9, 2003.

The purpose of this amendment is to identify additional fiber segments, co-location arrangements and maintenance related engineering support services desired by the University of Wisconsin System, to augment the conditions of the fiber lease agreement between the University of Wisconsin System and the Wisconsin Department of Transportation.

#### **2. Additional Fiber Segments to be Provided**

- An additional four-strand fiber segment running from I-94 at Zoo Interchange to Hut #5. (Refer to Attachment 1 - Monitor Network Drawing)
- An additional four-strand fiber segment running from Hut #5 via STH 45, Good Hope Road, I-43, and Locust Street to Milwaukee Police Station #5 on Locust Street. Note: This fiber segment will be spliced into City of Milwaukee fiber at the Police Station #5 location. (Refer to Attachment 1 - Monitor Network Drawing)
- An additional four-strand fiber segment running from the DOT hand hole at 3<sup>rd</sup> Street and E Greenfield Avenue to DOT D2 Hut #2. Note: This attaches to the City of Milwaukee fiber running from Milwaukee Police Station #5, and the City fiber will be spliced at the DOT hand hole referenced above. (Refer to Attachment 1 - Monitor Network Drawing)
- An additional four-strand fiber segment running from the DOT D2 Hut #2 to the DOT mainline fiber. (Refer to Attachment 1 - Monitor Network Drawing)

#### **3. Additional co-location services to be provided**

- Floor space and access to electricity in secure, climate controlled signal regeneration facilities (huts) developed and owned by WisDOT located at sites outlined below.

Thorp – STH 29  
Marion – STH 45 and 7<sup>th</sup> Street  
Sheboygan – I-45 and Playbird

Each hut has internal fencing and separate access doors to provide secure separation between WisDOT and UW equipment as well as any equipment of other authorized users of the huts.

- Floor space and access to electricity in secure, climate controlled signal regeneration facilities (huts) developed and owned by WisDOT located at sites outlined below.

DOT D2 Hut #5  
DOT D2 Hut #2

These huts have a single secured access door and do not provide separation between DOT and UW equipment. Refer to Attachment 1 - Monitor Network Drawing for hut locations.

- Floor space and access to electricity in DOT permanent location described below is provided for UW optical signal regeneration equipment.

State Patrol Post – Wausau

#### 4. Leased Fiber System Engineering Maintenance Support

WisDOT will provide up to a maximum of 200 hours annually, of fiber optic engineering maintenance support for fiber optic facilities leased to The University of Wisconsin System under the original lease agreement, including the additional fiber optic facilities provided by this Amendment. This fiber optic engineering maintenance support will be provided for a two-year period beginning in State fiscal year 2007, and will be terminated at the end of State fiscal year 2008.

#### 5. Amendment A Term

Amendment A will be effective upon the date of execution by WisDOT. Amendment A shall have a termination date of July 9<sup>th</sup>, 2023.

#### 6. Lease Payment Terms

Amendment A will modify the annual payment terms of the original fiber lease agreement between the Wisconsin Department of Transportation and The University of Wisconsin System.

Six additional co-location sites @ \$600/month per site	---	\$43,200 annually
Four additional four strand fiber segments @ \$450/ segment	---	<u>\$ 1,800 annually</u>
Total additional annual fee's		\$45,000 annually

Subsection 4.2 of the original Fiber Lease Agreement between the Wisconsin Department of Transportation and The University of Wisconsin System is therefore modified and replaced with the following language to reflect the increased annual lease charges:

*4.2 The UW System shall make annual payments of \$263,000 for each of the remaining 16 years of the lease. Payments will be made at the beginning of each State of Wisconsin fiscal year. The final payment shall be prorated for partial year if applicable.*

*Years 1-4 @ \$218,000 for a total of \$872,000  
Years 5-20 @ \$263,000 for a total of \$4,208,000*

*Additionally, The UW System shall make a one-time payment of \$20,000 at the time Amendment A is executed, and a second payment of \$20,000 at the beginning of State fiscal year 2008. These payments are for the fiber optic engineering maintenance support services identified in section 4 of Amendment A, to be provided to The UW System in State fiscal years 2007 and 2008.*

#### **7. Contact Information**

Wisconsin Department of Transportation contact information contained in subsection 5.21 will be modified as follows:

Wisconsin Department of Transportation  
Bureau of Highway Operations  
Attention: Sharon Bremser, P.E.  
State ITS Engineer  
4802 Sheboygan Ave – Room 501  
P.O. Box 7986  
Madison, WI 53707

#### **8. Original Lease Agreement Terms and Conditions**

With the exception of the specific changes set forth in this amendment, all existing terms and conditions contained within the original Fiber Lease between WisDOT and The University of Wisconsin System remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Lease so as to be effective on the date of execution by WisDOT.

WISCONSIN DEPARTMENT OF TRANSPORTATION

By: 

Date: 12-19-06

UNIVERSITY OF WISCONSIN SYSTEM

By: 

Date: 12-14-06