



Robert Bentley
GOVERNOR

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX: (251) 473-3624



John R. Cooper
TRANSPORTATION DIRECTOR

December 4, 2015

Windstream Communications, LLC
Attn: Joy Matthews
11101 Anderson Drive Ste. 100
Little Rock, Arkansas

Dear Sir:

RE: Permit Number: 9-1-10024U(15)
Mobile County

Permit Expiration Date: November 30, 2016

Attached, please find an approval to directional bore 1-2" HDPE SDR 11 conduit and place a fiber optic communication line under I-10 between at MP 25.00.

Performance of this work shall be done in accordance with all current requirements of the Alabama Department of Transportation. It is required a print of the approved drawings, bearing my stamped signature, be on the jobsite throughout the time of installation. During the installation of this permitted utility work, all traffic control devices shall be in accordance with the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES - PART VI, 2009 EDITION. All work performed under this permit shall comply with current EPA and ADEM policies.

Mr. Frankie Smith, District I Manager, will administer the inspection for the Alabama Department of Transportation. It is required you contact him at least 48 hours prior to beginning work, and notify him in writing upon completion of the work to request a final inspection. His address is 1701 I-65 West Service Road North, Mobile, Alabama 36618. His telephone number is (251) 470-8322.

Sincerely,

VINCENT E. CALAMETTI, P.E., REGION ENGINEER

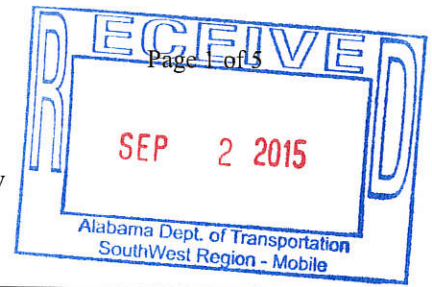
By: Jason Shaw ^{ms}
Jason Shaw, P.E.

Maintenance Engineer Southwest Region - Mobile

JS/MS/cbp
Attachment

c: Mr. Stacey N. Glass, P.E.
Mr. Frankie Smith
File

ALABAMA DEPARTMENT OF TRANSPORTATION
Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way



Project Number 718652729 Bond Number K09231456
Permit Number 9-1-10024 Bonding Agency Westchester Fire Insurance No.
Route Number Interstate 10 at Virginia St. P.E. _____
R.O.W. 600' Construction _____
Location of Accommodation: Milepost 25.00 to 25.00 Utilities Communications

THIS AGREEMENT is entered into this the 28 day of Aug., 20 15, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and Windstream Communications LLC a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in Mobile County, Alabama, on the maintenance section being designated as Interstate 10 at Virginia St. in Mobile, Alabama, and consisting approximately of the following: Directional Bore the entire section of I-10 along Viginia St., from out side the right of way at both ends. Place 1-2" H.D.P.E. SDR 11 Rated Conduit and pull one 48 count Fiber Optic Cable through duct.

_____ ; and

WHEREAS, ALDOT hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by ALDOT which plans and specifications are hereby made a part hereof by reference.

2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in ALDOT and is hereby a part hereof by reference.

3. The national Manual on Uniform Traffic Control Devices, ALDOT approved edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in ALDOT at the execution of this Agreement.

4. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part hereof by reference.

5. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

6. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

7. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part hereof by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

8. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

9. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

10. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

11. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

12. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$ 15,000.00 (Bond Number: K09231456) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 9. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms. In the instance that ALDOT determines a bond on record is necessary, the APPLICANT shall provide such bond to ALDOT. The bond amount shall be determined by ALDOT.

13. Indemnification Provisions. Please check the appropriate type of applicant:

_____ If the applicant is an incorporated municipality then:
Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in their official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

_____ If the applicant is county government then:

Subject to the limitations on damages applicable to counties under Ala. Code § 11-93-2(1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in their official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of or resulting from work performed by the APPLICANT, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

_____ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

_____ If the applicant is not a county, incorporated municipality, or state governmental agency
or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations

14. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities

15. ALDOT in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

16. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

17. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of ALDOT to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

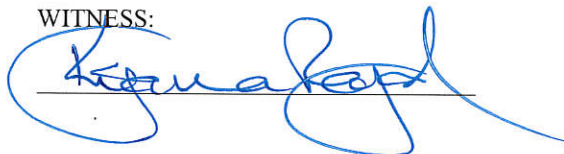
18. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.

19. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is **To provide updated service for the Winter Gate Project.**

APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify ALDOT immediately of the change.


This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 28 day of August, 20 15.

WITNESS:



Windstream Communications, LLC

Legal Name of Applicant

By:  - Analyst I
Signature and Title

Joy Matthews

Typed or Printed Name

11101 Anderson Drive, Ste.100 Little Rock, AR

Address Line 1

72212

Address Line 2

501-748-7654

Telephone Number

RECOMMENDED FOR APPROVAL

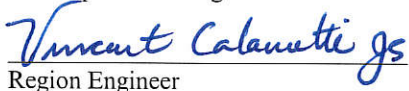


District Manager

10/15/2015
Date

Area Operations Engineer

Date



Region Engineer

10/19/15
Date

APPROVED:

**ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR**

By:


Maintenance / Region / Area Operations Engineer or District Manager

Date:

12-1-2015

Applicant Windstream Communications, LLC**Location** Interstate 10 at Virginia Street in Mobile, AL

All pages and applicable sections of this checklist must be completed in order for the accompanying permit to be processed

Required Permit Material (6 set of each):

- ☒ Permit application (MB-01, MB-02, or MB-03)
- ☒ Permit Checklist
- ☒ Proposed Utility Plans (Should be neat and large enough to be legible)
- ☐ ADEM Notice of Registration (If over 1 acre soil disturbance)
- ☐ Form W-9
- ☒ Performance bond (Cashier's check or surety bond)
 - No personal or business checks will be accepted
 - Bond should be based on cost plus labor, and adhere to ALDOT Utility Manual
- ☐ Bond Continuation Letter/Certificate

Note: Permit application, Form W-9, and Performance bond should all be in the name of applicant.

Application (Filled by Applicant):

- ☒ Route Number
- ☒ Location of Accommodation: Mile Post
- ☒ Date
- ☒ Name of Utility Company
- ☒ Name of County
- ☒ Detailed Description of work on ALDOT right-of-way (Sizes, lengths, route(s), mile post, type utility, encasement, encasement sizes, etc...)
- ☒ Include Amount of Bond, Bond Number, and Expiration Date
- ☒ Specific use of facility being installed
- ☒ Utility Company's Legal Name
- ☒ Signature and Title of Company Official (Manager, President, etc.)
- ☒ Witness' Signature
- ☒ Type or Printed Name and Title
- ☒ Mailing Address and Phone Number

Required Utility Plan Information:

- ☐ Packages should state attention permits department
- ☐ Acknowledgement of understanding that all utilities must be as close to the ROW line as possible and any obstacles or instances that may require otherwise must be plainly stated/depicted on plans.
- ☐ Vicinity map
 - Name and direction of nearest town each way
 - State and US routes labeled on map
- ☐ Mile post from start to finish shall be stated on cover/plan sheet
- ☐ Scale or note stating "Not to Scale"

- ___ North arrow on all sheets
- ___ Detailed Legend
- ___ Speed limits within boundaries of permit
- ___ Highway plan view including but not limited to the following:
 - Interstate or State Highway number (U.S. Route optional) and MP to the nearest 0.01 mile
 - Highway width (include median if four lanes or more)
 - All travel ways including service roads (lanes of traffic)
- ___ Centerline of state route labeled
- ___ ALDOT rights-of-way labeled
- ___ Distance from edge of pavement to toe of slope
- ___ Distance from ROW to bore pit, utility line and all locations where line varies from normal course
- ___ Distance from edge of pavement or curb to installation
- ___ Distance from center line to right-of-way and any change that occurs in distance from center line to right-of-way
- ___ A Storm Water permit will be obtained "When 1 acre or more is disturbed during the installation of this facility." (Computed by width of equipment times length of project, also include storage and mobilization areas) Applicant must provide NOR received from ADEM, or if not required, must submit a Best Management Practices Plan for erosion control.
- ___ Location of all existing utilities, appurtenances, drainage structures, and accessories with distances from EOP and ROW. If no existing utilities are present state "No Existing Utilities" on each sheet.
- ___ Detour traffic control plan if traffic must be rerouted
- ___ Roadway crossings shall be as near perpendicular as possible to the roadway
- ___ Encasement variance for a utility line along/across the highway will only be accepted if accompanied by a Pisces or Technical Toolbox computer generated report. The report shall adhere to the API 1102 and the PRCI Report PR-227-9424.
- ___ All water and gas mains larger than 2" will be encased, and encasement must be coated steel
- ___ Abandoned lines greater than 4" will be filled with grout or removed.
- ___ If a patch is to be made it shall be according to ALDOT's patch detail requirements
- ___ Minimum casing length shall be from back-of-ditch to back-of-ditch
- ___ In any case if a historic property is being utilized, purchased, easement use, etc... a letter will have to be provided from the State Historic Preservation Office. This includes all parcels off state right-of-way in the scope of work.
- ___ Traffic Control Plan (Following all guidelines of the MUTCD, and site specific if necessary)

Interstate Crossing: (In addition to utility plan requirements)

- ___ Note regarding the rolling stop of traffic on the interstate, if a rolling stop is necessary an estimated time is required. (Maximum of 10 minutes for interstate closures)
- ___ Diagram showing the location of work trucks, if needed inside the ROW.
- ___ Note stating that troopers will be on hand for traffic control (their location should also be included on the diagram with the work truck locations).
- ___ Interstate – bore pits and encasement shall be from outside denied access fence
- ___ Aerial installations shall be 25 foot over the travel way

Underground Utilities: (In addition to utility plan requirements)

- ___ Type of Bury – Trenching, Plow, Directional Bore, Jack and Bore, etc...
- ___ Directional bores shall include bore design information signed by the engineer of record (i.e. rate of fluid used and pressure)
- ___ All bores that require bore pits must state/depict bore pit dimensions
- ___ Depth of bury on ROW (cable, phone, water, sewer & gas – Min. 36”) (Power – Min. 72”) If placement of a utility involves open cutting asphalt or concrete drives, permission from the owner should be obtained prior to starting work. All lines under roadway are to be a min. of 48” in depth.
- ___ Type marking to be placed with power lines (Metal strip, flagging, etc.)
- ___ Roadway crossings
 - Type to be used (Ex. – Dry Bore)
 - Show milepost for each bore
 - Show encasements if required
 - Side roads must be bored & encased if ADT > 500
 - Profile must accompany plan view
- ___ Encasement size, length, and type of material (Encasement beneath Interstates should extend beyond the denied access on both sides).
- ___ Horizontal distance from bridge footings or drainage structures is 25 foot minimum
(An underground utility’s crossing of a stream or river will have a min. vert. clearance of 8-12 foot)
- ___ Typical section of all bores or crossings (show all depths, lengths, distances, and type bore)
 - Minimum burial of 48” under roadway
 - Minimum burial of 36” under natural ground
 - Burial depth should be measured from the top of cable, pipe, or encasement if used.
- ___ Type and design of cable (power or communication)
- ___ Size, type, design pressure / working pressure of carrier pipe
- ___ Curb, flume, and asphalt replacement must be noted or shown
- ___ Profile if manholes are permitted (Manholes must be flush with existing ground line)
- ___ All meters must be installed off ALDOT rights-of-way
- ___ An individual steel or copper service line of 2” or smaller may be permitted to cross under the roadway without encasement. If a copper line is used, it must be Type “K”, continuous roll and be labeled as such on the plans.
- ___ Permits regarding sewer line installations or extensions shall be accompanied by an ADEM letter stating the work will be covered under the NPDES permit for the plant.
- ___ Stream or river crossings must have a minimum burial depth of 8 to 12 foot

Aerial Utilities: (In addition to utility plan requirements)

- ___ Pole height, vertical clearances over centerline of travel ways, arm length if street light (Min. 18 ft of clearance over travel ways; clearance shown should not be height of cable at pole.)
- ___ Horizontal and vertical clearances near bridge structures
- ___ Direction of guys can only be parallel with roadway (Guys with anchors 30 foot beyond the edge-of-pavement will be allowed when perpendicular with roadway)
- ___ Type work with a short description of the proposal
- ___ Poles shall be placed outside clear zone or just inside back of ROW on state routes. Poles shall be placed outside denied access fence on Interstate routes.
- ___ Proposed poles to be replaced/installed to an existing line shall be “In-Line”

ALDOT General Notes:

1. All meters are to be installed off of ALDOT right-of way.
2. All manholes, valve boxes, and hand holes should be flush with existing ground.
3. Contact District Manager 48 hours prior to beginning work on ALDOT right-of-way. The District Managers for the Region are as follows:
Sub-Region 9
(91) Mobile County – Frankie Smith, (251) 470-8322
(92) Baldwin County – Kevin Jones, (251) 937-2086
(93) Escambia and Conecuh Counties – Brent Maddox, (251) 578-7540
Sub-Region 8
(82) Marengo, Partial Choctaw & Partial Wilcox – Danny Etheridge – (334) 627-3458
(83) Monroe & Partial Wilcox – Johnny Stallworth – (334) 682-4718
(84) Clarke, Washington & Partial Choctaw – Dorell Owens – (251) 275-3676
4. Write letter requesting to meet with District Manager upon completion of permitted work to evaluate punch list for completion of project.
5. If applicable, the bond associated with the permit will be good for one full year after the work is accepted by the Department.
6. All traffic Control Shall be in accordance with Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) 2009 edition. (If project necessitates lane closure, lane closure must be made part of the permit.)
7. Onsite Representatives & Contact Information Conney Stracener 205-577-0257
8. Onsite representatives will have on hand, at all times:
 - (1) Approved permit and plans stamped by the Division Engineer
 - (2) Traffic Control Plans
 - (3) Erosion Control Plans
9. All disturbed areas will be resodded or seeded as directed by the Department of Transportation's District Manager.
10. All work will meet or exceed ALDOT specifications.
11. All work on the ROW will be in conformance with the latest edition of ALDOT Standard Specifications.
12. Electric power and communication facilities will conform with the current applicable *National Electrical Safety Code*
13. A Best Management Plan shall at minimum return all exposed areas to original or better condition with a good stand of grass and/or sod. Silt fence, hay bales, and any other erosion control items needed shall be used to prevent erosion.
14. All trees over 4" shall not be cut/removed without written permission from ALDOT.
15. All installations that require bore pits must state/depict bore pit dimensions.
16. Absolutely no bore pits shall be allowed to be unfilled and/or uncovered overnight unless protected. (Bore pits have a minimum of 72 hours to be open before filled)
17. Upon completion & any time thereafter, ALDOT retains the right to request an As-Built profile on any buried utilities in said department's ROW.

18. WARNING: Do not disturb Survey Markers located on ALDOT Right-of-Way. Any property markers disturbed during construction shall be re-established by an Alabama licensed professional land surveyor at the contractor's expense.
19. The amount of area to be disturbed during construction of this permit is _____ acre(s).
20. Water lines will conform with the currently applicable standards of the *American Water Works Association*
21. Pressure pipe lines will conform with the currently applicable sections of *American National Standards Institute* (ANSI)
22. As required by Alabama Act 94-487: Call two working days before excavation 1-800-292-8525, Alabama Line Location Center, Inc.
23. It shall be the contractor's responsibility to contact the various utility owners and determine the exact location of all existing utilities on this project, whether shown on the plans or not, before commencing work. The contractor shall be fully responsible for any damages which might be occasioned by his failure to exactly locate and preserve any and all utilities.
24. The contractor shall be responsible for any ornamental vegetative landscaping (shrubs, flowers, ornamental grass, etc.) disturbed during construction and shall be replaced, transplanted or resodded as directed by the Alabama Department of Transportation district manager.
25. All fill material or onsite debris deposited in the right-of-way shall be removed prior to issuance of certificate of occupancy.
26. The contractor shall be responsible for any solid waste (I.E., wood, stumps, etc.) to be disposed of and must be in accordance with applicable regulations of the Alabama Department of Environmental Management (ADEM).
27. Property obstructions which are to remain in place, such as historical structures, trees, drains, water or gas pipes, poles, wall, etc., are not to be disturbed unless noted and approved by SHPO, ALDOT, ADEM, EPA, etc.
28. Clean up streets immediately after concrete or other delivery trucks leave the site. Mud and debris are to be kept off streets, inlets, ditched, etc.
29. Fuel tanks shall not be stored on the right-of-way overnight. Vehicles transporting fuel, chemicals, fertilizers, etc. onto right-of-way shall not be left unattended
30. Promptly notify the engineer and ALDOT of any perceived conflicts, ambiguous items or deficiencies in the plans, specifications, general notes or related contract documents.

Notes: (1) Please check all items that apply, if item is not applicable to permit write NA on line provided. All applicable checklist items shall be shown/labeled on permit plan sheets.

(2) This list may not be all inclusive; ALDOT reserves the right to request additional information that may be needed for a particular project.

(3) After completion of work a certification will be submitted by the engineer of record for the permit application stating the project was constructed in accordance with plans approved by the State and with specifications, supplemental specifications and special provisions at the time of approval.

COMMENTS:

<u>Windstream Communications, LLC</u>	<u>11101 Anderson Drive, Ste. 100</u> <u>Little Rock, AR 72212</u>	<u>08/28/2015</u>
Applicant	Applicant's Mailing Address	Date
<u>501-748-7654</u>	<u>joy.matthews@windstream.com</u>	
Applicant's Phone Number	Applicant's E-mail address	
<u>Randy White</u>		
Engineer of Record		
<u>850-449-2511</u>	<u>randy.white@chrsolutions.com</u>	
Engineer's Phone Number	Engineer's E-mail address	

Duplicate Original

**BOND
FOR PERFORMANCE OF THE WORK**

STATE OF ALABAMA
MONTGOMERY COUNTY

PERMIT NUMBER: 9-1-10024
BOND NUMBER: K09231456

KNOWN ALL MEN BY THESE PRESENTS: That we Windstream Communications, LLC
_____, as Principal, and Westchester Fire Insurance
Company _____, as Surety, are held and firmly bound unto the
ALABAMA DEPARTMENT OF TRANSPORTATION, in the penal sum of \$15,000.00
for the payment for which well and truly to be made, we hereby bind ourselves, our heirs,
executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this the
5th day of August, 2015.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the
above bound principal hereon, Namely, Windstream Communications, LLC this day entered into
a permit Contract as applicant with the ALABAMA DEPARTMENT OF TRANSPORTATION
for work on highway right of way, attached hereto and incorporated herein, required by the
Department as provided for in the permit contract, to be performed in Mobile
County, Alabama, Highway Number _____, a copy of which permit Contract is hereto
attached.

NOW, THEREFORE, in the event the said Windstream Communications, LLC,
as such applicant shall faithfully and promptly perform the permit contract and all the conditions
and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to
remain and be in full force and effect.

PROVIDED, further, that upon the failure of the said Windstream Communications, LLC
_____, as such applicant, to promptly and efficiently
prosecute said permit contract work in any respect, in accordance with the permit contract, the
above bound Westchester Fire Insurance Company as Surety, shall take charge of said work
and complete the permit contract at their own expense, pursuant to its terms. Said Surety may, if
they so elect, by written direction given to the State Transportation Director authorize the
Director to complete or cause to be completed the said permit contract work at the expense of
said Surety, and such Surety hereby agrees and binds Surety to pay the cost and expense of the
completion of such permit contract work.

In the event said Principal shall fail or delay the prosecution and completion of said
permit contract work and said Surety shall also fail to act promptly as hereinbefore provided,
then said Transportation Director may cause ten days notice of such failure to be given, either,
either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety
do not proceed promptly to complete the permit contract, including all work provided therein, the
ALABAMA DEPARTMENT OF TRANSPORTATION shall have the authority to cause said
permit contract work to be done and accomplished and when the same is completed and cost
thereof determined, the said Principal and Surety shall and hereby agree to pay any and all cost of
said permit contract work.

The said Principal and Surety further agree as a part of this obligation to pay all such
damages of any kind to person or property that may result from a failure in any respect to
perform and complete said permit Contract including all work therein provided.

The decision of the Director of the Alabama Department of Transportation upon any question connected with the execution of the permit Contract, or any failure or delay in the prosecution of the permit contract work, attached hereto and incorporated herein, by said Principal or Surety, shall be final and conclusive.

WITNESS our hands and seals, this 5th day of August, 20 15.

ATTEST:

Mary K. Swan
(Name and Title)
SVP & Corporate Secretary

Rodney Hanks
(Signature of Applicant Official)
Vice President -
Windstream Communications, LLC
(Title of Officer Signing)

(Affix Seal) Westchester Fire Insurance Company
Name of Surety

Windstream Communications, LLC

Legal Name of Applicant (Company) as Principal

4001 N. Rodney Parham Road, Little Rock, AR 72212

Address

Contact Number

By: Mary K. Swan

Mary K. Swan, Attorney in Fact - for Surety

NOTICE TO ALABAMA RESIDENT AGENT

Countersigned by Alabama
Resident Agent for Surety:

N/A

Name

Address

Please print or write legibly your name and
complete address below:

(A copy of the Power of Attorney properly executed by the Company authorizing the Agent signing above to bind the Company as Surety on this Bond must be attached hereto. Said Power of Attorney must be dated so as to correspond with the execution date of the bond.)

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment").

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

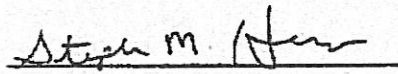
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Brenda Smith, Dianne Cowan, Fred B Stone, James R Hill, John Gerety, Jr., Kelly Childers, Mary K Swan, all of the City of LITTLE ROCK, Arkansas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 20 day of January 2015.

WESTCHESTER FIRE INSURANCE COMPANY

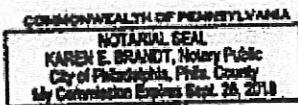



Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 20 day of January, AD 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

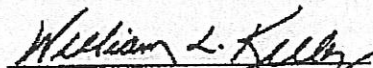



Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 5th day of August 2015




William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 09, 2016.



License and Permit Bond

Mobile County, AL

Bond No. K09231456

Know All Men by These Presents, Windstream Communications, LLC as Principal and Westchester Fire Insurance Company, a corporation organized under the laws of the PA, having its principal office in Philadelphia, PA, as Surety, are held and firmly bound unto Alabama Department of Transportation SW Regions Office in the sum of Fifteen Thousand Dollars and 00/100 Dollars (\$15,000.00) lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has been licensed by the Oblige to undertake construction in the streets or right-of-ways according to the standards and specifications of the Oblige.

Now, Therefore, the Condition of this Obligation is Such, that if the above Principal shall indemnify and save harmless the Oblige against loss to which the Oblige may be subject by reason of Principal's breach of any ordinance, rule or regulation relating to the above described license or permit, then this obligation shall be null and void, otherwise to remain in full force and effect.

This obligation may be canceled by the Surety by giving thirty (30) days notice in writing of its intention so to do to the Oblige and the Surety shall be relieved of any further liability under these thirty (30) days after receipt of the notice by the Oblige. No cause of action shall lie against the surety unless commenced within two years from the date the cause of action accrues against the principal.

Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the surety's total limit of liability shall not be cumulative from year to year or period to period.

Signed, sealed and dated this 5th day of August, 2015

Principal: Windstream Communications, LLC

By: Rodney Hamblin

Principal Signature

(Seal)

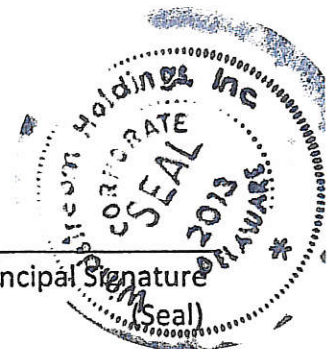
Surety: Westchester Fire Insurance Company

By: Mary K. Swan

Mary K. Swan

Attorney-in-Fact

(Seal)



Power of Attorney

Surety Bond No: K09231456

Westchester Fire Insurance Company

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Mary K. Swan of the City of (Little Rock), (AR), its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Three Million Dollars & Zero Cents (\$3,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 21st day of September 2014.

20

WESTCHESTER FIRE INSURANCE COMPANY

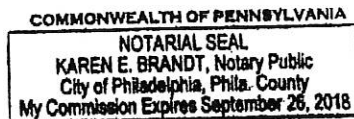


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 21st day of September, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 5th day of August 2015.



William L. Kelly
William L. Kelly, Assistant Secretary

ALDOT Notes

1. All meters are to be installed off of ALDOT right-of way.
2. All manholes, valve boxes, and hand holes should be flush with existing ground.
3. Contact District Manager 48 hours prior to beginning work on ALDOT right-of-way. The District Engineers for the Ninth Division are as follows:
 - (1) Mobile County - Frankie Smith, (251) 470-8322
 - (2) Baldwin County - Kevin Jones, (251) 937-2086
 - (3) Escambia and Conecuh Counties - Brent Maddox, (251) 578-7540
4. Write letter requesting to meet with District Manager upon completion of permitted work to evaluate punch list for completion of project.
5. If applicable, the bond associated with the permit will be good for one full year after the work is accepted by the Department.
6. All traffic Control Shall be in accordance with Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) 2009 edition. (If project necessitates lane closure, lane closure must be made part of the permit.)

7.

Onsite Representatives
& Contact Information:

CONNEY STRACENER

GLOBE COMMUNICATIONS

CELL # 205-577-0257

8. Onsite representatives will have on hand, at all times:
 - (1) Approved permit and plans stamped by the Division Engineer
 - (2) Traffic Control Plans
 - (3) Erosion Control Plans
9. All disturbed areas will be resodded or seeded as directed by the Department of Transportation's District Engineer.
10. All work will meet or exceed ALDOT specifications.
11. All work on the ROW will be in conformance with the latest edition of ALDOT Standard Specifications.
12. Electric power and communication facilities will conform with the current applicable *National Electrical Safety Code*

13. A Best Management Plan shall at minimum return all exposed areas to original or better condition with a good stand of grass and/or sod. Silt fence, hay bales, and any other erosion control items needed shall be used to prevent erosion.
14. All trees over 4" shall not be cut/removed without written permission from ALDOT.
15. All installations that require bore pits must state/depict bore pit dimensions.
16. Absolutely no bore pits shall be allowed to be unfilled and/or uncovered overnight unless protected.
17. Upon completion & any time thereafter, ALDOT retains the right to request an As-Built profile on any buried utilities in said department's ROW.
18. WARNING: Do not disturb Survey Markers located on ALDOT Right-of-Way. Any property markers disturbed during construction shall be re-established by an Alabama licensed professional land surveyor at the contractor's expense.
19. The amount of area to be disturbed during construction of this permit is 0 acre(s).
20. Water lines will conform with the currently applicable standards of the *American Water Works Association*
21. Pressure pipe lines will conform with the currently applicable sections of *American National Standards Institute (ANSI)*
22. As required by Alabama Act 94-487: Call two working days before excavation 1-800-292-8525, Alabama Line Location Center, Inc.
23. It shall be the contractor's responsibility to contact the various utility owners and determine the exact location of all existing utilities on this project, whether shown on the plans or not, before commencing work. The contractor shall be fully responsible for any damages which might be occasioned by his failure to exactly locate and preserve any and all utilities.
24. The contractor shall be responsible for any ornamental vegetative landscaping (shrubs, flowers, ornamental grass, etc.) disturbed during construction and shall be replaced, transplanted or resodded as directed by the Alabama Department of Transportation district engineer.

25. All fill material or onsite debris deposited in the right-of-way shall be removed prior to issuance of certificate of occupancy.
 26. The contractor shall be responsible for any solid waste (I.E., wood, stumps, etc.) to be disposed of and must be in accordance with applicable regulations of the Alabama Department of Environmental Management (ADEM).
 27. Property obstructions which are to remain in place, such as historical structures, trees, drains, water or gas pipes, poles, wall, etc., are not to be disturbed unless noted and approved by SHPO, ALDOT, ADEM, EPA, etc.
 28. Clean up streets immediately after concrete or other delivery trucks leave the site. Mud and debris are to be kept off streets, inlets, ditched, etc.
 29. Fuel tanks shall not be stored on the right-of-way overnight. Vehicles transporting fuel, chemicals, fertilizers, etc. onto right-of-way shall not be left unattended
 30. Promptly notify the engineer and ALDOT of any perceived conflicts, ambiguous items or deficiencies in the plans, specifications, general notes or related contract documents.
-

McClelland Underground

938 Bugle Lane Road

Ocilla, GA 31774

478-456-3074

September 25, 2015

Alabama Department of Transportation

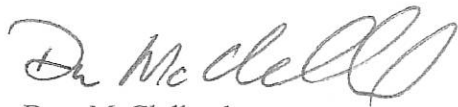
1701 I-65 West Service Road, North

Mobile, Alabama 36618

Re: Ditch Witch Directional Boring Machine

Location: I-10

The JT1220 has a drilling fluid pump that is capable of a maximum flow rate of 15 GPM at 1250 PSI. The normal boring flow rate can vary depending on soil conditions, but for most soil conditions it is 5 to 12 GPM. At no time will 15 GPM at 350 PSI be used without prior notification to ALDOT.

A handwritten signature in cursive script, appearing to read "Dow McClelland".

Dow McClelland

I-10 @ M.P.#25.00

MILE POST



THE CONTRACTOR SHALL HAVE AT ALL TIMES AN APPROVED SET OF PLANS ON

DO NOT DISTURB SURVEY MARKERS.

Cut Sheet Req	<input checked="" type="checkbox"/>
Permit Req	<input checked="" type="checkbox"/>
MOP Req	<input checked="" type="checkbox"/>
Joint Work Req	<input checked="" type="checkbox"/>

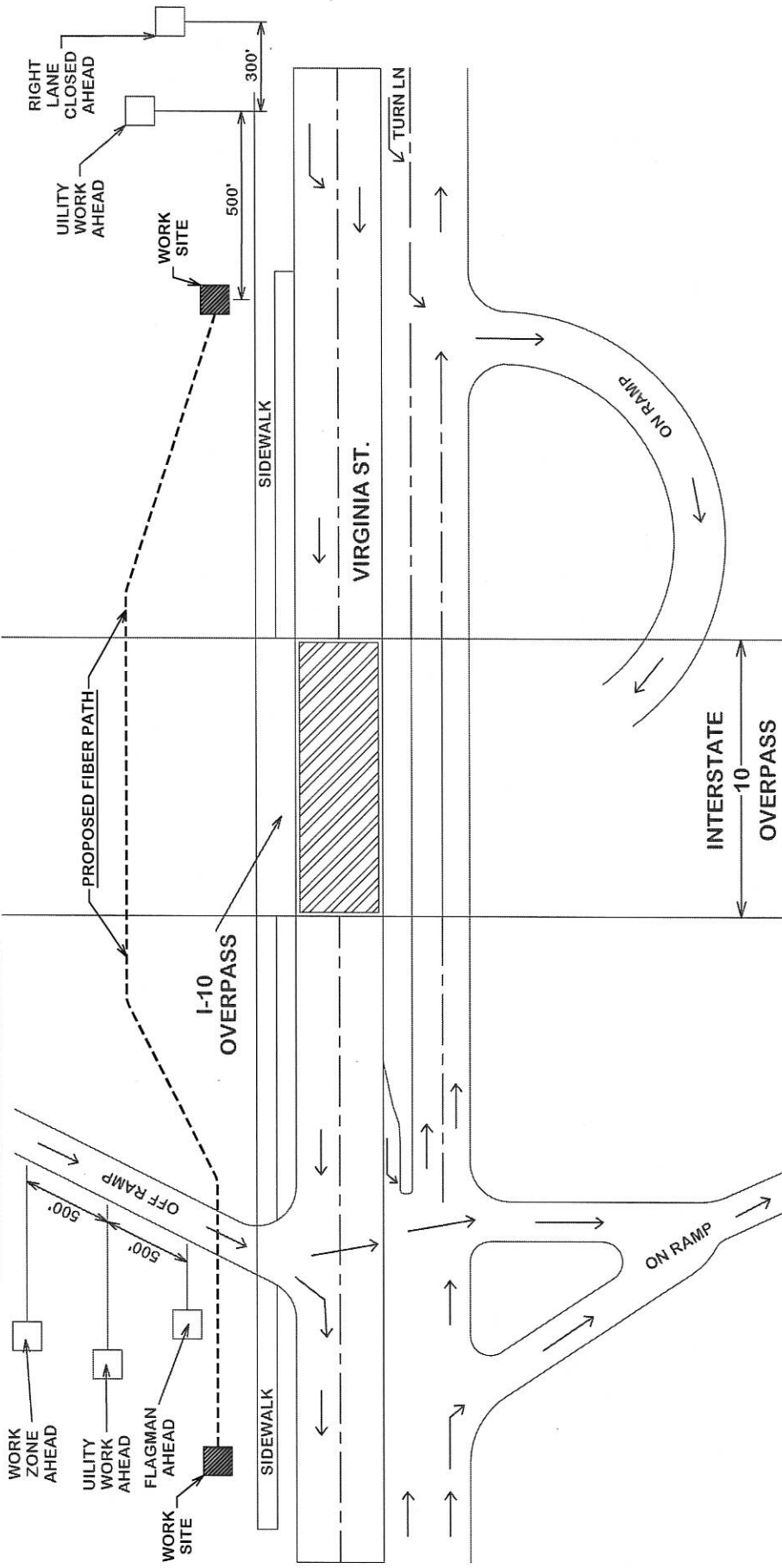
windstream



TRAFFIC CONTROL PLAN

CAUTION: EXISTING UTILITIES IN AREA.
CONTRACTOR TO CONTACT ALABAMA
ONE-CALL & LOCATE ALL EXISTING
UTILITIES PRIOR TO CONSTRUCTION.

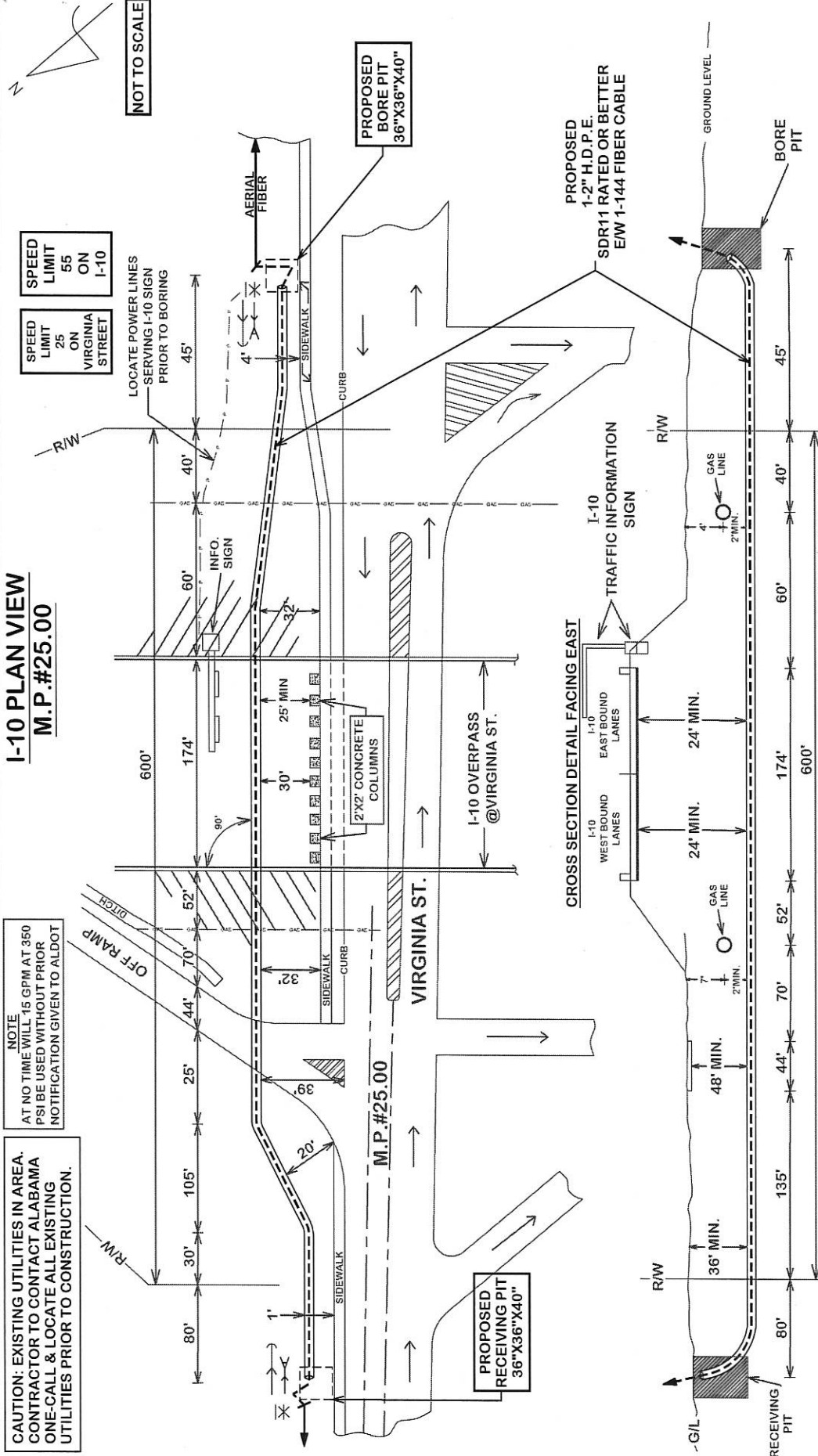
SIDE ROADS WILL BE SIGNED AS NEEDED



FTBB:	Job Description: WINTERGATE PROJECT	Customer/Other Contacts:	Work Order # : 718652729	Exchange: MONT	Cut Sheet Req
AWGF:	MONT	ALDOT CONTACT: JASON MALONE	Date:	District: ALABAMA	Permit Req
Geo Block:		AT 251-470-8217	Engineer: RANDY WHITE	Revision #:	MOP Req
Tax District:			Phone No: 805-449-2511	Revision Date:	Joint Work Req
Requested By:	Operations Manager:	Circuit ID:		Sheet 01 of 03	

Requested By:	Joint Work Req
Tax District:	MOP Req
Geo Block:	Permit Req
AWGF:	Cut Sheet Req





I-10 PLAN VIEW
M.P.#25.00

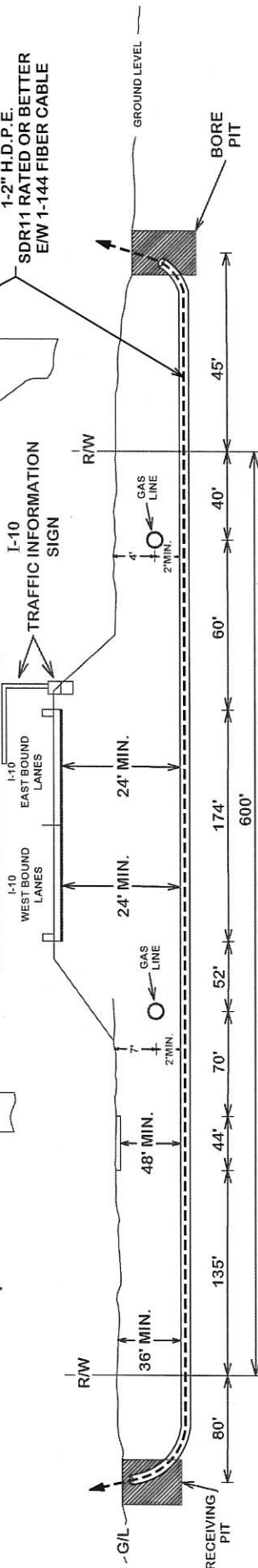
NOTE
 AT NO TIME WILL 15 GPM AT 350
 PSI BE USED WITHOUT PRIOR
 NOTIFICATION GIVEN TO ALOOT

CAUTION: EXISTING UTILITIES IN AREA.
 CONTRACTOR TO CONTACT ALABAMA
 ONE-CALL & LOCATE ALL EXISTING
 UTILITIES PRIOR TO CONSTRUCTION.

SPEED LIMIT 25 ON VIRGINIA STREET
SPEED LIMIT 55 ON I-10

NOT TO SCALE

CROSS SECTION DETAIL FACING EAST



FTBB:	Job Description: WINTERGATE PROJECT	Customer/Other Contacts:	Work Order #: 718652729	Exchange: MONT	Cut Sheet Req
AWGF:	MONT	ALDOT CONTACT: JASON MALONE	AT 251-470-8217	District: ALABAMA	Permit Req
Geo Block:	Project Manager:		Date:	Revision #:	MOP Req
Tax District:	Operations Manager:		Engineer: RANDY WHITE	Revision Date:	Joint Work Req
Requested By:			Phone No: 805-449-2511	Sheet 02 of 03	

