



KAY IVEY
GOVERNOR

May 15, 2017

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION – DISTRICT 2
OFFICE OF DISTRICT ENGINEER
47450 RABUN ROAD
BAY MINETTE, ALABAMA 36507
TELEPHONE: (251) 937-2086
FAX (251) 937-8475



JOHN R. COOPER
TRANSPORTATION DIRECTOR

Southern Light, LLC
P.O. Box 2525
Mobile, AL 36652

Dear Ms. Thompson:

RE: Permit Number: 9-2-10594 **Permit Expiration Date:** May 15, 2018
Baldwin County

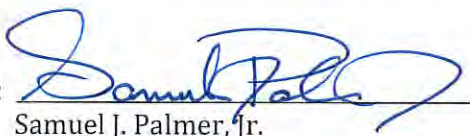
Attached please find an approval for the directional bore installation of 116 LF of 2 – 1.25" HDPE conduits, with one containing fiber optic cable and placement of (2) hand holes across US 98 at MP 43.98.

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 stamp 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. Samuel J. Palmer, Jr., District Administrator, will administer the inspection for the Alabama Department of Transportation. It is required you contact him at least 48 hours prior to beginning work. Upon completion of the work, please notify him in writing requesting a final inspection. His address is 47450 Rabun Road, Bay Minette, Alabama 36507. His telephone number is (251) 937-2086.

Sincerely,

V. E. CALAMETTI, P.E., REGION ENGINEER

By: 
Samuel J. Palmer, Jr.
District Administrator

SJP/dr
Attachment
c: Mr. Jason Shaw, P.E. Maintenance Engineer-Mobile
Stacey N. Glass, P.E.
File

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

Project Number _____ Bond Number 8950772
Permit Number 9-2-10594 Bonding Agency F & D Surety Co. of Maryland
Route Number US 98/ US 90 P.E. _____
R.O.W. _____ Construction _____
Location of Accommodation: Milepost 43.98 to 43.98 Utilities Telecommunications

THIS AGREEMENT is entered into this the 3rd day of April, 20 17, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and Southern Light, 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 Baldwin County, Alabama consisting approximately of the following:

Approximately 116' of directional boring with a fiber optic cable inside 2-1.25" of HDPE encasement with the placement of (2) handholes.

_____ ; 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 \$ 100,000 (Bond Number: 8950772) 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:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties

If the applicant is an incorporated municipality or gas district 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 both their official and individual 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:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (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) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

_____ 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 **fiber optic installation/telecommunications**

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 3rd day of April, 2017.

WITNESS:



Southern Light, LLC.

Legal Name of Applicant

By:



OSP Permitting Specialist

Signature and Title

Avein Thompson

Typed or Printed Name

P.O Box 2525

Address Line 1

Mobile, AL 36652

Address Line 2

(251) 445-8650

Telephone Number

RECOMMENDED FOR APPROVAL:



District Manager

5-15-17

Date

Area Operations Engineer

Date

Region Engineer

Date

APPROVED:

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

By:

VINCENT E. CALAMETTI ^{SJP}

Maintenance / Region / Area Operations Engineer or District Manager

Date:

5-15-17



Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

CONTINUATION CERTIFICATE

For Miscellaneous Term Bonds

Southern Light, LLC., 107 St. Francis St., Suite 1800, Mobile, AL 36602,
as Principal, and FIDELITY & DEPOSIT COMPANY OF MARYLAND, as Surety in a certain
Bond No. 08950772, with an effective date of the 19th day of August, 2015,
in the penalty of One Hundred Thousand Dollars and no/100s
Dollars (\$ 100,000.00), in favor of Alabama Department of Transportation
do hereby continue said bond in force for the further term(s) of year(s) beginning on the
19th day of August, 2016 and ending on the 19th day of August, 2017.

PROVIDED, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said Fidelity and Deposit Company of Maryland under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 29th day of August, 2016.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By:

Anna B. Rushing, Attorney-in-Fact

**BOND
FOR PERFORMANCE OF THE WORK**

STATE OF ALABAMA
MONTGOMERY COUNTY

PERMIT NUMBER: _____
BOND NUMBER: 08950772

KNOWN ALL MEN BY THESE PRESENTS: That we Southern Light, LLC
107 St. Francis St., Suite 1800, Mobile, AL 36602 as Principal, and Fidelity and Deposit Company
of Maryland, as Surety, are held and firmly bound unto the
ALABAMA DEPARTMENT OF TRANSPORTATION, in the penal sum of \$100,000.00
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
19th day of August, 2015.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the
above bound principal hereon, Namely, Southern Light, 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 All
County, Alabama, Highway Number AL State Hwys, a copy of which permit Contract is hereto
attached.

NOW, THEREFORE, in the event the said Southern Light, 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 Southern Light, 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 Fidelity and Deposit Co. of Maryland 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 19th day of August, 20 15.

ATTEST:

Andra Bramblett VP of OSP Operations
(Name and Title)

Southern Light, LLC

(Signature of Applicant Official)

VICEPRESIDENT, OSP OPERATIONS
(Title of Officer Signing)

(Affix Seal) Fidelity and Deposit Company of Maryland
Name of Surety

Legal Name of Applicant (Company) as Principal
1400 American Lane, Tower I, 19th Floor
Schaumburg, Illinois 60196

Address

(205) 980-0478

Contact Number

By: Anna B. Rushing

Attorney in Fact - for Surety
Anna B. Rushing

NOTICE TO ALABAMA RESIDENT AGENT

Countersigned by Alabama
Resident Agent for Surety:

X Anna B. Rushing

Name Anna B. Rushing, Resident Agent
2065 Old Shell Road

Address

Mobile, AL 36607-3350

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

Southern Light, LLC

107 Saint Francis Street, Suite 1300

Mobile, AL 36602

(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.)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by GERALD F. HALEY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Harry W. MATTEI, M. Harland ISON, JR, Lewis BEVILLE, Allen H. LADD, Peyton L. MATTEI, Taylor BEVILLE and Anna B. RUSHING, all of Mobile, Alabama, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of June, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes

Secretary
Eric D. Barnes
State of Maryland
County of Baltimore

Gerald F. Haley

Vice President
Gerald F. Haley

On this 10th day of June, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1992.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney... Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of August, 2016.



Michael Bond

Michael Bond, Vice President

BORING PROCEDURE FOR ALDOT RIGHT-OF-WAY

Utility Name: Southern Light, LLC

Bore Location: US 98/ US 90

Permit No: _____

- A. **ENVIRONMENTAL PROTECTION:** Before any work is begun on ALDOT right-of-way, the contractor shall install erosion control devices which meet current ALDOT standards and specifications. Additional environmental protection necessary to contain any hydraulic or boring fluid spills shall be installed, including berms, liners, turbidity curtains and other measures. Contractor shall adhere to all applicable environmental regulations. Fuel or oil may not be stored in bulk containers within 200' of any water-body or wetland.
- B. **UTILITY LOCATES:** Contractor shall notify all companies with underground utilities in the work area via the State or Local "One Call" to obtain utility locates. Contractor shall not begin work until all underground utilities within the work area have been located.
- C. **SAFETY:** Contractor shall adhere to all State, Federal, and Local Safety regulations and all operations shall be conducted in a safe manner.
- D. **DRILLING FLUIDS:** A solution marketed as max gel will be used as a boring lubricant during the boring process. Per manufacturer's recommendations, the lubricant can be injected into the operation at a maximum rate of 8 gallons per minute. Actual operating injection rate shall be 6 gallons per minute. A solution marketed as bentonite will be used as a sealant to support any unstable soil encountered during the bore application. Per manufacturer's recommendation, the sealant can be injected at the maximum rate of 1200 pounds per square inch. Actual operating pressure shall be 100 pounds per square inch.
- E. **DRILLING EQUIPMENT:** The drilling machine to be used in this operation will be manufactured by Vermeer, model 24 x 40. The machine has a maximum operating thrust of 24,000 pounds and a maximum pull back of 40,000 pounds. The automatic locating system will be a Digi-Track FS which will allow the operator and spotter to maintain depth and grade at all times.
- F. **PILOT HOLE:** A 3 inch pilot hole shall be drilled on bore path at or greater than the required minimum depth over a length of 100'. In the event that pilot does deviate from the bore path resulting in a bore depth less than the required minimum, the contractor will notify the engineer. The engineer may require the contractor to pull back and re-drill from the location along the bore path before the deviation.
- G. **REAMING:** Upon successful completion of the pilot hole, the contractor will ream the bore hole to a 3 inch diameter using a 3 inch reaming head and if necessary repeat with a 3 inch reaming head to achieve the desired hole diameter needed to accommodate the required encasement pipe.
- H. **BORE:** All bores will begin and end at a minimum of 3' beyond the toe-of-ditch and below the ditch elevation to achieve the minimum required cover within the right-of-way. The depth and direction of the bore will be tracked during the process by electronic detection of the bore head. The encasement will be plugged with duct sealing compound. This compound will be comprised of non-hazardous compounds.
- I. Any deviations from the above mentioned requirements will be covered with the ALDOT District Manager prior to the start of construction.
- J. At no time will 15 GPM at 350 PSI be used without prior notification given to ALDOT.



August 12, 2016

RE: Horizontal Directional Drilling Machine Spec Sheet

Pursuant to the application request of Southern Light, LLC to install underground telecommunications services in the working limits of the ALDOT Right-of-Way here sites both the general drilling fluid system capabilities and the expected operational thresholds forecasted as it pertains to the (a) permit request (ref plans). The latter should be applicable to the permit request as the maximum rates are not implemented under normal boring conditions.

Vermeer Operational Specs:

- A. Vermeer 36x50 or Ditch Witch JT30: capable of a maximum flow rate of 50 GPM at 1300 PSI
- B. Vermeer 24x40 or Ditch Witch JT25: capable of a maximum flow rate of 50 GPM at 1300 PSI
- C. Vermeer 16x20 or Ditch Witch JT20: capable of a maximum flow rate of 25 GPM at 1000 PSI
- D. Vermeer 9x13 or Ditch Witch JT9: capable of a maximum flow rate of 20 GPM at 800 PSI

*The drill size selected will be chosen on a per project basis as pertains to the permit (ref plans).

* "Boring Procedure For ALDOT Right-Of-Way" – Reference Note "J"
At no time will 15 GPM at 350 PSI be used without prior notification given to ALDOT.

Expectant Conditions:

The normal boring flow may vary but for most soil conditions is 5-10 GPM for the larger drills listed above (A&B). The medium/smaller drills listed above (C&D) will average 3-8 GPM. Expected maximum pressure for a 10 GPM flow is 300 PSI. Only in short 10-20 second burst would additional flow rate/pressure need be applied to clear an obstruction or advance the drill head steeply upward towards the receiving pit. As stated, these rates are applicable to field installation and the permit application.

Please contact Katherine Subirats (251) 445-8651 for questions and comments.
Thank you very much for your cooperation.

Sincerely,

Michael McCarty
Southern Light, LLC Outside Plant Division

251.455.8651 office • 251.380.8640 fax
PO Box 2525 • Mobile, AL 36652 • www.slfiber.com

UTILITY PERMIT CHECKLIST

Use with Permit Applications MB-01, MB-02, MB-03

Applicant Southern Light, LLC.Route US 98/US 90 Milepost 43.98

❖ **All submittals & questions should be directed to the District Office unless otherwise noted.**

District 1

Mr. Frankie L. Smith
District Administrator
1701 I-65 West Service Road North
Mobile, Alabama 36618
(251) 470-8322

District 2

Mr. Samuel J. Palmer Jr.
District Administrator
47450 Rabun Road
Bay Minette, Alabama 36507
(251) 937-2086

District 3

Mr. Mickey T. Jones
District Administrator
10610 Highway 31 South
Evergreen, Alabama, 36401
(251) 578-7546

MB-01

For use by a Public Utility Company, or more specifically defined as a utility which is regulated by the Public Service Commission (PSC) & can provide a PSC certification if requested.

MB-02

This form is used by a private utility to cross the ROW only.

MB-03:

This form is used by private utility to run along the ROW.

****Preliminary Discussions should be held with ALDOT for large scale Utility Projects or those that require extensive excavation/trenching or major traffic disruption.**

Permit Submittal – 4 copies of each

Note: Permit application, Form W-9, and Performance bond should all be in the name of Legal Applicant. (Utility owner must be the Applicant)

- Y Permit application
- Y Permit Checklist
- Y Construction Plans (Should be neat and large enough to be legible)
- N/A ADEM Notice of Registration (If over 1 acre soil disturbance)
- N/A Performance bond BM-174 (Amount Approved by ALDOT) (** 9.1 Permit Manual)
- Y **OR** Blanket Bond Continuation Letter/Certificate (If applicable)
- N/A **OR** Cashier's check and Form W-9 (cashier's check, certified check)
- N/A PDF of plans (can be emailed if under 22MB)

Permit Application (filled by Applicant): (**1.4.1 Permit Manual)

❖ Permit Number & Associated Permits will be assigned by the District office

- Y Name of County
- Y Mile Post to the nearest 0.01 mile
- Y Route Number (SR-xx, US-xx, I-xx)
- Y Date (Enter date for final submittal only)
- Y Applicant's Legal Name, signature, mailing address and phone number
- Y Include Amount of Bond, Bond Number, and Expiration Date (Enter on final submittal)
- Y Witness' Signature

Online References Available: ALDOT Permit Manual, ALDOT Utility Manual

General Permit Plan Requirements: (specific permit requirements follow)

- ☒ Vicinity Map (State & US routes labeled clearly with name and direction of nearest town)
- ☒ North arrow
- ☒ Posted Speed limits within boundaries of permit
- ☒ Scale or note stating "Not to Scale"
- ☒ Mile Post (nearest 0.01 mile from beginning to end of proposed work)
- ☒ Detailed Legend
- ☒ Route Number (SR-xx, US-xx, I-xx)
- ☒ Denote centerline, right of way, and property lines
- ☒ Distances: centerline to ROW line, EOP to ROW line, proposed work to ROW line
- ☒ Distance from the EOP to the center of the side ditches
- ☒ Include details applicable to permit type
- ☒ Include all "ALDOT standard and special drawings" applicable must be included in plans
- ☒ Erosion control plan (BMP) is needed if an ADEM permit was not required for project
- ☒ Traffic Control Plan - (utilizing all guidelines of the 2009 MUTCD, site specific)
- ☒ Sequence of Construction - (order that work will be done)
- ☒ Permit notes

Utility Permit Plan Specific Requirements: (MB-01, MB-02, MB-03)(**4.2 Utility Manual)

- ☒ Utilities must be placed 25' min horizontally from nearest bridge support (columns, abutments, etc.) and 12' min horizontally from culvert headwalls, wing walls, and foundations.
- ☒ Roadway crossings shall be as near perpendicular as possible to the roadway

Underground Utilities

- ☒ Underground utilities installed across Interstate ROW must be bored not open cut
- ☒ Roadway crossings- Plan View
 - Type to be used (Ex. - Dry Bore)
 - Show milepost for each proposed bore
 - Show encasements if required, any other utilities or drainage structures, etc.
 - Crossing should be as perpendicular to the road as possible
- ☒ Location of all existing & proposed utilities, appurtenances, drainage structures & accessories with distances from EOP or ROW.
- ☒ Show abandoned utility lines
 - Abandoned lines 4" or greater will be filled with grout or removed.
- ☒ If a patch is to be made it shall be according to ALDOT's patch detail requirements
- ☒ Depth of Bury
 - 36" minimum beneath the flow line of ditch, 48" minimum under pavement, but additional depth may be required
- ☒ Boring Method
 - Type of Bore with procedure and specifications, boring head, reamer size & fluid type
 - Directional bores shall include bore design information signed by the engineer of record. (Include normal operation PSI and GPM, the maximum allowable fluid rate is 350 PSI at 15 GPM, include fluid type)(The max allowable ratio will not be exceeded without prior ALDOT approval)
- ☒ Bores that require bore pits must state/depict bore pit dimensions (length, width, depth)
 - Bore pits must be located outside D/A fence,
 - Side roads must be bored & encased if ADT > 500

- plowing or trenching will not be allowed within the road prism area
- Y Profile of proposed Bore Crossings (label R/W, pipe, ground, etc)
- Y Profile if manholes are permitted (Manholes must be flush with existing ground line)
- N/A All meters must be installed off ALDOT rights-of-way
- Y Horizontal distance from bridge footings or drainage structures is 25 foot minimum
- N/A Type marking to be placed with power lines (Metal strip, flagging, etc.)

Encasements

- N/A Water, Sewer and Gas mains larger than 2" will be encased in coated steel
- Y Communication lines may use HDPE
- Y Minimum depth measurement is measured from the base of pavement to top of encasement
- Y Encasement size, length (minimum-back of ditch to back of ditch), type of material and coating
- N/A Encasements beneath Interstates should extend beyond the denied access on both sides
- N/A An individual steel or copper service line of 2" or smaller may cross under the roadway without encasement. A copper line must be Type "K", continuous roll and be labeled on the plans to cross under the roadway without encasement.
- N/A Encasement variance for a utility line along/across the highway will only be accepted if the API accompanied by a Pisces or Technical Toolbox computer generated report. The report shall adhere to 1102 and the PRCI Report PR-227-9424
- N/A Spacer Detail (2"x4" wooden spacers are not permitted for use in R/W

Aerial Utilities:

- N/A Profile of Roadway Crossing, showing pole height, vertical clearances over centerline of travel ways, arm length if street light
 - Minimum of 18' of clearance over travel ways
 - Maintain a vertical and horizontal clearance of 25' over bridges
 - Vertical - from the top of the barrier rail
 - Horizontal - from the neat lines of the structure
 - Clearance shown should be height of cable over travel lanes and sag point in line
- N/A Guy Wire requirements (refer to 2.18.3 of the utility manual)
- N/A Poles shall be placed outside clear zone or and outside denied access fence on Interstate routes.
- N/A Proposed poles to be replaced/installed to an existing line shall be "In-Line"
- N/A New poles installation requires the location of existing underground utilities with ties and any drainage structures to be shown in plans.

Interstate Crossing: (In addition to utility plan requirements)

- N/A Installation procedure including Traffic Control Plan
 - Law enforcement who have authority on Interstate within the project area will be on hand for traffic control and their location should be included on the diagram.
 - Diagram showing the location of work trucks, if needed inside the ROW.
 - If work trucks are needed inside of the D/A fence, their location should be included on the diagram.
 - If stoppage of traffic is required, the day of week, time of day, and duration of stoppage should be included. Effort should be made to limit the time of lane closure. (max time is 10 minutes/stop or block)
 - Traffic control plan must meet most current edition of MUTCD. **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)

UTILITY PERMIT CHECKLIST

Use with Permit Applications MB-01, MB-02, MB-03

Permit General Notes: *All notes must be listed on plan sets or permit will not be processed*

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 Administrator 48 hours prior to beginning work on ALDOT right-of-way. The District Administrators are as follows:
Area- 9
(91) Mobile County – Frankie L. Smith, (251) 470-8322
(92) Baldwin County – Samuel J. Palmer Jr., (251) 937-2086
(93) Escambia and Conecuh Counties – Mickey T. Jones, (251) 578-7540
4. The permit applicant or Engineer of Record shall write a letter requesting to meet with the District Administrator upon completion of the permitted work to evaluate the 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 has been inspected and 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 JOHN HIXON (251) 510-0080
8. Onsite representatives will have on hand, at all times:
(1) Approved permit and plans stamped by the Region 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 Administrator.
10. All work shall 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 to 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 and any other erosion control items needed shall be used to prevent erosion. (NO HAYBALES ARE ALLOWED IN ROW)
14. All trees over 4" DBH shall not be cut/removed without written permission from ALDOT.
15. All installations that require bore pits must state/depict bore pit dimensions (L x W x D).
16. Absolutely no bore pits shall be allowed to be unfilled and/or uncovered overnight unless protected. (Bore pits have a maximum 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 total area to be disturbed during construction of this permit: 0.0001 acre(s). (On & Off ROW combined)
20. Water lines will conform to the currently applicable standards of the *American Water Works Association*
21. Pressure pipe lines will conform to 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.

UTILITY PERMIT CHECKLIST

Use with Permit Applications MB-01, MB-02, MB-03

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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 Administrator.
 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, and out of inlets, ditches, 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. The contractor or permit applicant shall promptly notify the engineer and ALDOT of any perceived conflicts, ambiguous items or deficiencies in the plans, specifications, general notes or related contract documents.
 31. All ingress and egress to worksite shall be from Applicant's property. No access shall be gained from the Interstate ROW. Equipment and materials shall not be stored on Interstate ROW.
 32. Milepost(s) 43.98 Speed Limit 45 MPH
 33. Drainage from this site will not be directed onto state R/W (circle) YES or NO Engineer Initials JB
 34. Utility conflicts or Utility relocation required for project (circle) YES or NO Engineer Initials JB
 35. Minimum cover over utilities will be maintained upon completion of work (circle) YES or NO Engineer Initials JB
 36. The permit applicant is held responsible/liable for all damages, actions, or responsibilities of their appointed contractors and appointees.

UTILITY PERMIT CHECKLIST

Use with Permit Applications MB-01, MB-02, MB-03

Online References Available: ALDOT Permit Manual, & ALDOT Utility Manual

Notes: (1) Please check all items that apply, if item is not applicable to permit write N/A on line provided.

(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) **As-Built Certification** - After completion of work a signed certification letter 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: N/A

<u>Southern Light, LLC.</u> <div style="text-align: center;">Applicant</div>	<u>P.O. Box 2525</u> <u>Mobile, AL 36602</u> <div style="text-align: center;">Applicant's Mailing Address</div>	<u>4/3/2017</u> <div style="text-align: center;">Date</div>
<u>(251) 445-8650</u> <div style="text-align: center;">Applicant's Phone Number</div>	<u>athompson@slfiber.com</u> <div style="text-align: center;">Applicant's E-mail address</div>	
<u>Jasmine Bowers</u> <div style="text-align: center;">Engineer of Record</div>	<u>251-767-1970</u> <div style="text-align: center;">Engineer's Phone Number</div>	<u>jbowers@slfiber.com</u> <div style="text-align: center;">Engineer' E-mail address</div>
<u>Southern Light, LLC.</u> <u>P.O. Box 2525</u> <u>Mobile, AL 36602</u>		

Mailing Address for Approved Permit

ENCORE ENTERPRISES

**#12000 CYPRESS WAY - SPANISH FORT, AL
PLANS FOR PROPOSED PROJECT:**

FIBER OPTIC INSTALLATION
MM 43.98

MAY 08, 2017

JOB INFORMATION

APPROVED: _____

DATE: _____

JOB # AB02151710

UNDERGROUND: EST - 1,928' / ACT -

AERIAL: N/A

TOTAL FIBER: EST - 1,928' / ACT -



southern light

VICINITY MAP



PROJECT LOCATION



CONTACT LIST

PROJECT MANAGER: JOHN HIXON - (251) 510-0080

ENGINEER: JASMINE BOWERS - (251) 767-1970

PROJECT CONTACT: KATHERINE SUBIRATS - (251) 445-8651
AVEIN THOMPSON - (251) 455-8650

ATTENTION PERMITTING DEPARTMENT DIRECTORY

[illegible]

CPE LOCATION: <https://na13.salesforce.com/a08a000000XIMkm>

ENCORE ENTERPRISES

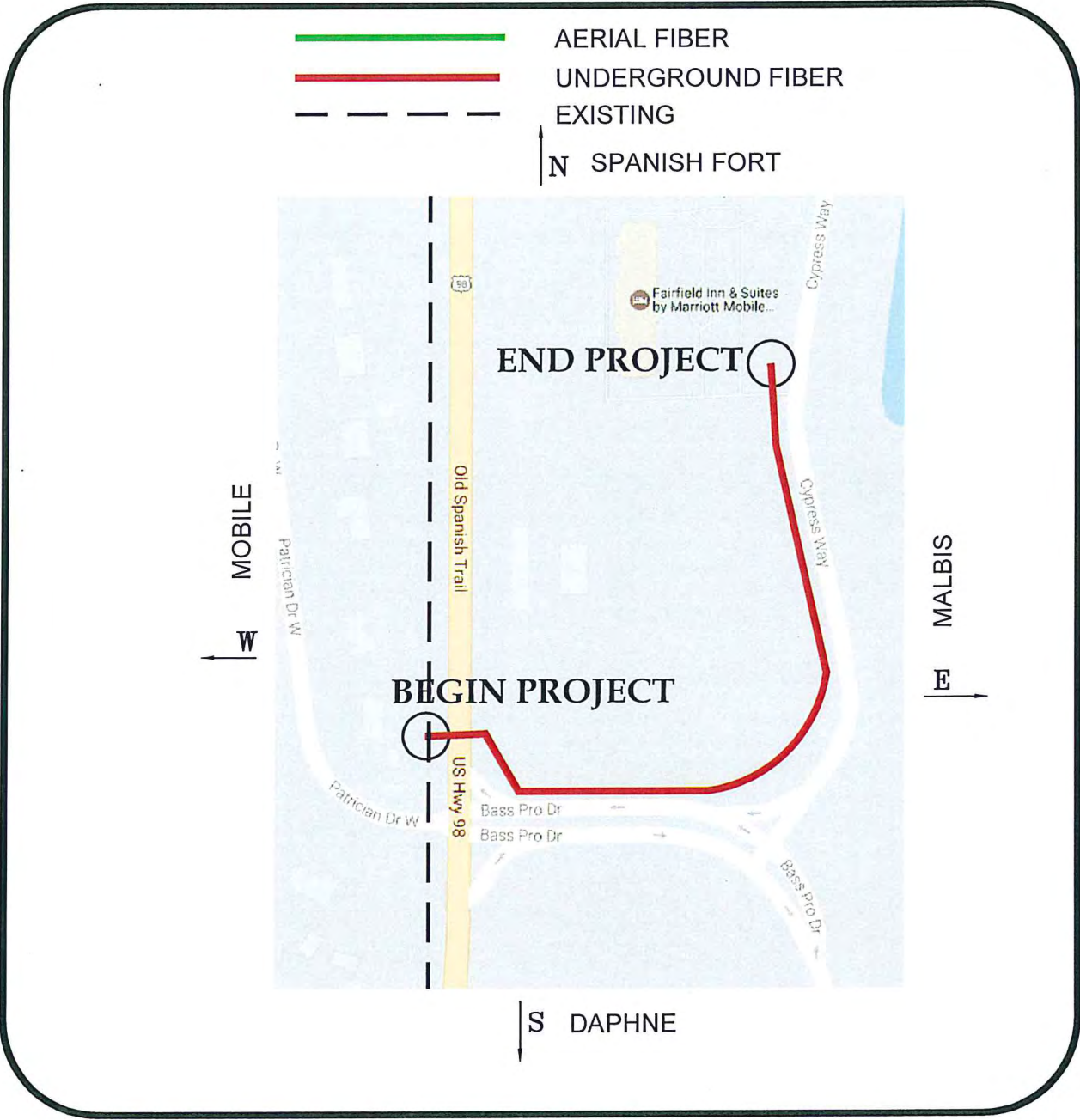
#12000 CYPRESS WAY - SPANISH FORT, AL

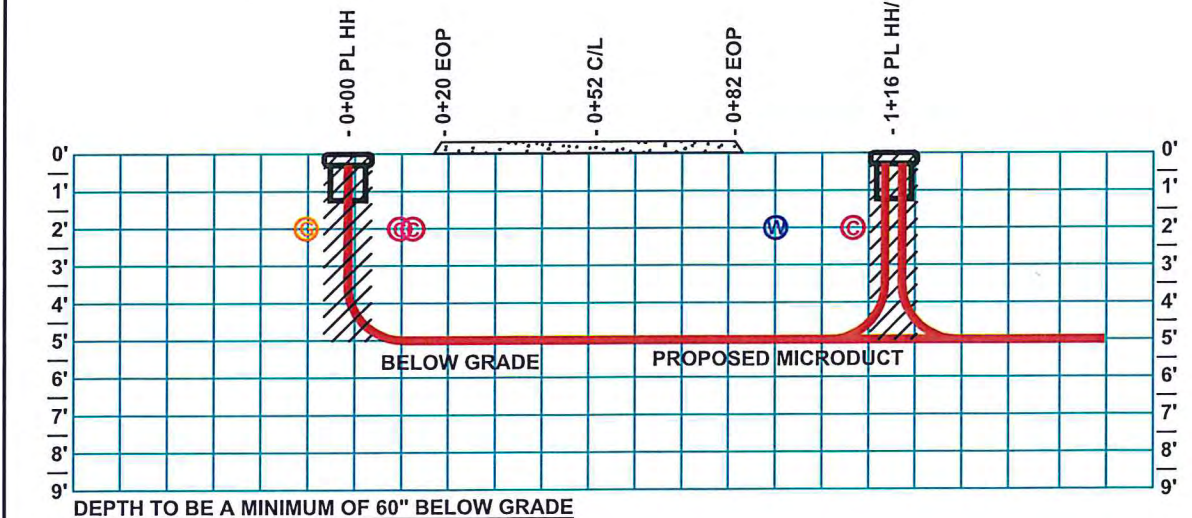
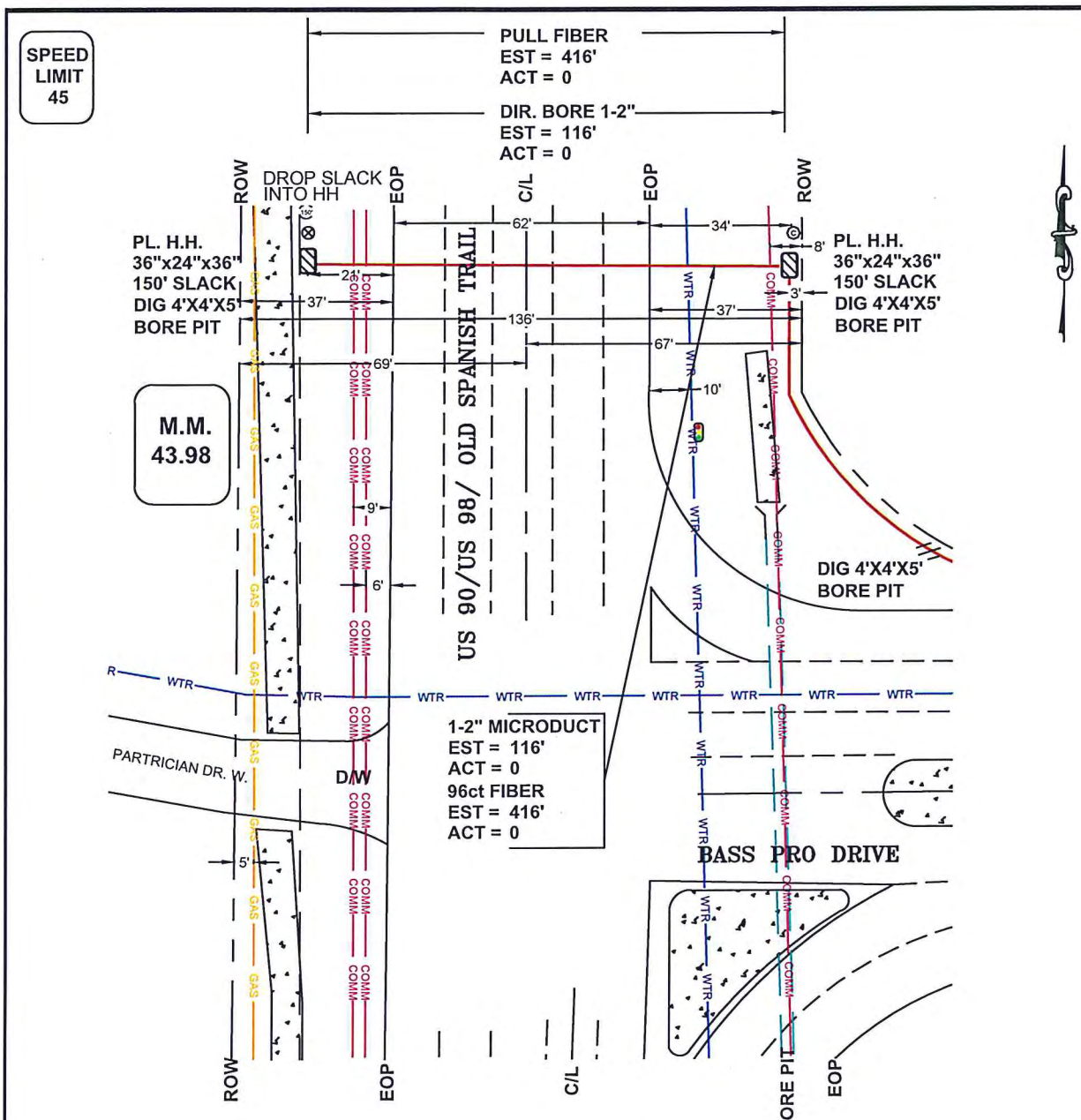
PLANS FOR PROPOSED PROJECT:

FIBER OPTIC INSTALLATION

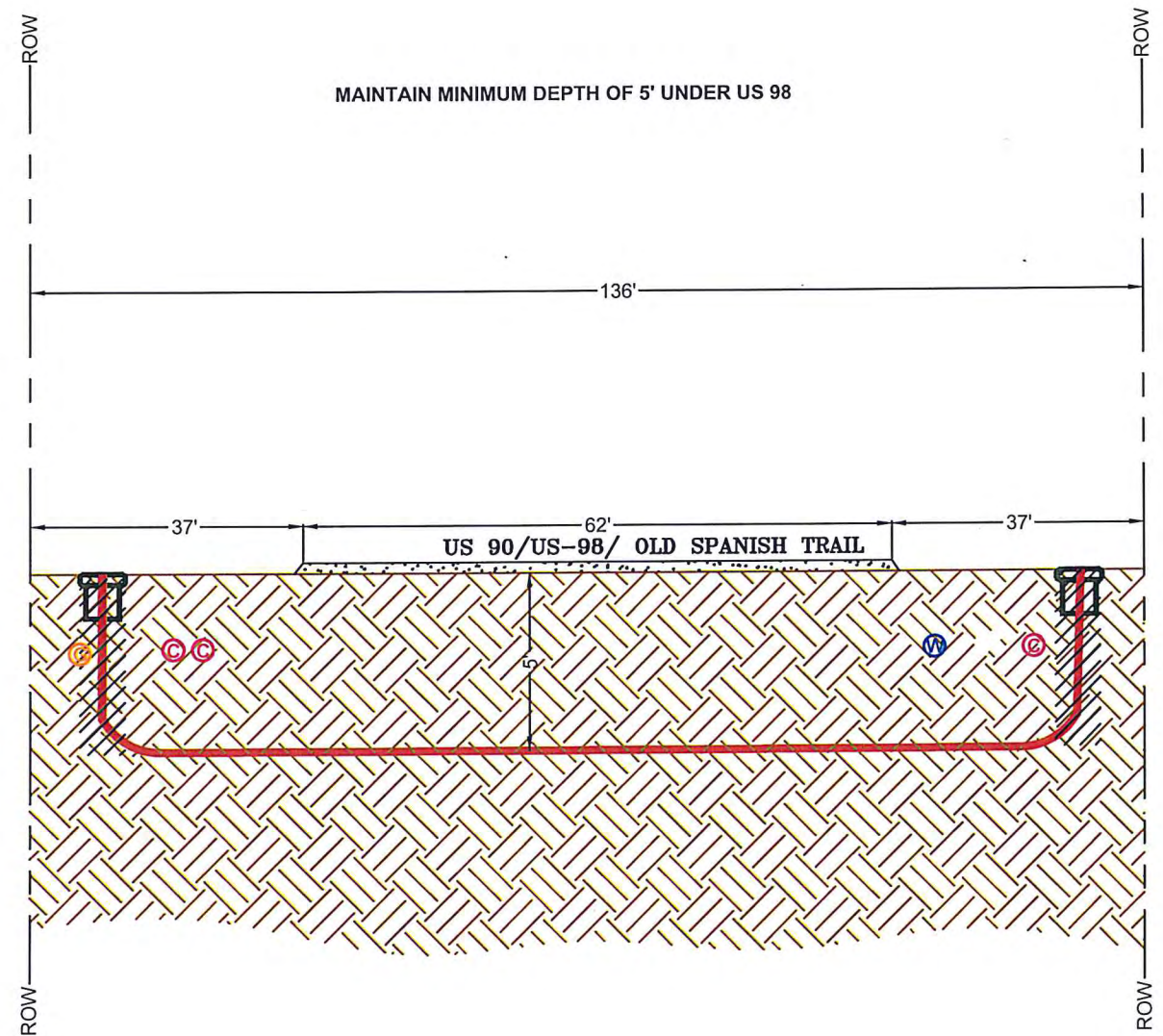
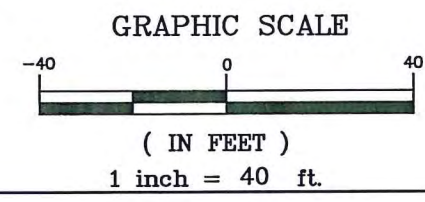
MM 43.98

VICINITY MAP

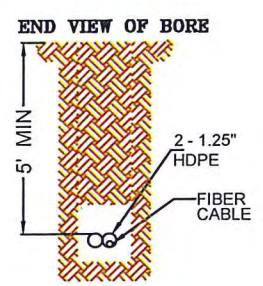





UNDERGROUND
ALL CONSTRUCTION IS PROPOSED
SOUTHERN LIGHT WILL MAINTAIN 24" FROM EXISTING UTILITIES.
SOUTHERN LIGHT HAS LOCATED ALL EXISITING UTILITIES.
AN EXTENSIVE LOCATE WILL BE PERFORMED PRIOR TO CONSTRUCTION.

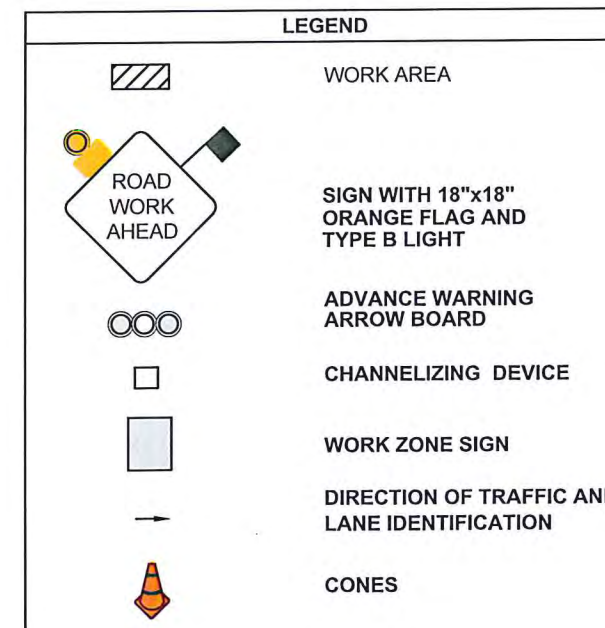
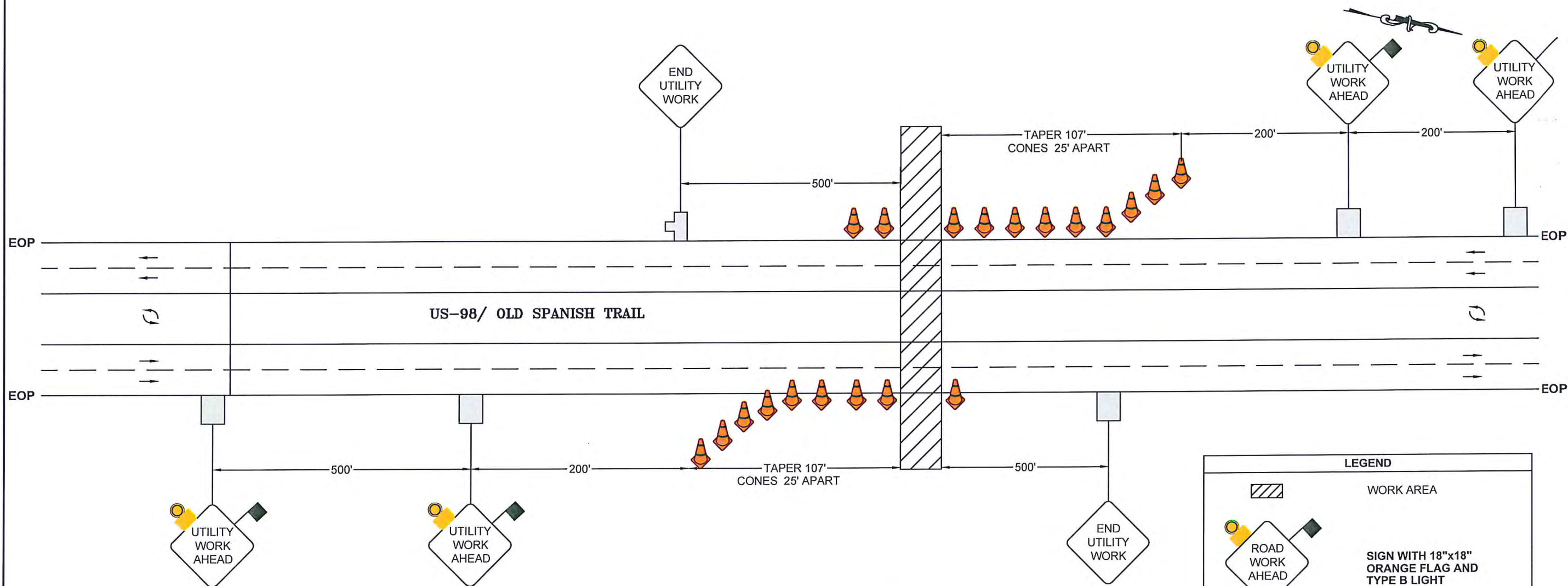


PROFILE VIEW OF UNDERGROUND CROSSING US 98/ OLD SPANISH TRAIL
FACING NORTH



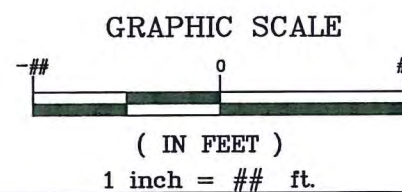
ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING. PRIOR TO ANY WORK PERFORMED.		INFORMATION IN THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE USED, COPIED, REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF Southern Light.		 southern light 107 St. Francis St. - Suite 1800 • Mobile, AL 36602 • www.tlfiber.com		ENCORE ENTERPRISES #12000 CYPRESS WAY SPANISH FORT, AL	
DATE:	REVISIONS	SCALE:	1:40	PROJ. NO.:	N/A	DATE:	03/23/17
		INDEX REF.:	EEO-CV	ENG:	J. BOWERS	DRAWN BY:	B. AGEE
		ROUTE SCHEM.:	N/A	SPLICE DWG.:	N/A	DWG. NO.:	EEO-01A

SPEED
LIMIT
45



**UNDERGROUND
ALL CONSTRUCTION IS PROPOSED**

SOUTHERN LIGHT WILL MAINTAIN 24" FROM EXISTING UTILITIES.
SOUTHERN LIGHT HAS LOCATED ALL EXISTING UTILITIES.
AN EXTENSIVE LOCATE WILL BE PERFORMED PRIOR TO CONSTRUCTION.



ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE.
CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING.
PRIOR TO ANY WORK PERFORMED.
CONTACT SOUTHERN LIGHT: 251-662-1170

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OF Southern Light.

southern light
office: 251.662.1170 • fax: 251.662.1297
107 St Francis St. Suite 1800 • Mobile, AL 36603 • www.slighter.com

ENCORE ENTERPRISES
#12000 CYPRESS WAY
SPANISH FORT, AL

DATE:	REVISIONS	SCALE: ###	PROJ. NO.: N/A	DATE: 03/23/17
		INDEX REF.: EEO-CV	ENG: J. BOWERS	DRAWN BY: B. AGEE
		ROUTE SCHEM.: N/A	SPLICE DWG.: N/A	DWG. NO: EEO-TCP