

UTILITY PERMIT

PERMIT NO. **2013-H-0001**

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PERMITTEE INFORMATION

Utility Agency/Owner Company Name: Jack's Cable Company Contact Person: Thomas Dean Address: 6897 Yeepalong Way City: Topeka State: Oklahoma ZIP: 54398 Telephone: (546) 543-6589		Utility Builder Company Name: Webildit Construction Company Contact Person: Billy Jones Address: 1313 Mockingbird Lane City: Tallahassee State: Florida ZIP: 32312 Telephone: (850) 414-4379	
Permittee's MOT Technician Name: Jannett Moss Telephone: (850) 553-9875 e-mail: jmoss@webildit.com			

WORK DESCRIPTION

The Permittee requests permission from the State of Florida Department of Transportation, hereinafter called FDOT, to construct, operate and maintain the following:
[Installation of 4,500 feet of 2" PVC conduit for a fiber optic communication cable.](#)

Additional sheets are attached Yes No

This Permittee shall commence actual construction in good faith within sixty (60) calendar days after issuance of permit, If the beginning date is more than sixty (60) calendar days from the date of permit approval, the Permittee must review the permit with the FDOT Approving Engineer listed to make sure no changes have occurred to the Transportation Facility that would affect the permitted construction. The Permittee shall make good faith efforts to expedite the work and complete the work within calendar days indicated:

Calendar days needed to complete the work: [85](#)

State Road Information				
County Leon	Section 4588-000	State Road No. 967	Begin Milepost 35.040	End Milepost 35.892
GPS Information				
In lieu of the State Road Information, the Permittee may provide GPS Information.	Begin:	Latitude Click here to enter text.	Longitude Click here to enter text.	Elevation Click here to enter text.
	End:	Click here to enter text.	Click here to enter text.	Click here to enter text.

PERMIT PROVISIONS

- The Utility Builder and the Utility Agency/Owner shall be severally liable as Permittee under this permit such that the Utility Builder shall be required to comply with all obligations hereunder applicable to the construction of the facilities and the Utility Agency/Owner shall be required to comply with all obligations hereunder post construction, including, but not limited to those applicable to operation and maintenance. The indemnification in Permit Provision 11 of the Utility Permit as applied to the Utility Agency/Owner is limited to that allowed by law. When the Utility Builder is an FDOT contractor doing utility work under a Utility Work by Highway Contractor Agreement the Utility Builder is obligated to FDOT under that agreement and not the provisions of this permit.
- The post construction obligations of the Utility Agency/Owner shall commence upon completion of final inspection by the FDOT. FDOT shall provide the Utility Agency/Owner with written notice of such date.
- The Utility Agency/Owner shall be entitled to observe FDOT's final inspection and shall inform FDOT of any apparent failure to comply with the terms of this permit by the Utility Builder that it observes; provided, however, that the final determination of compliance by the Utility Builder remains with FDOT.
- The Permittee shall notify the FDOT Representative a minimum of 2 work days prior to starting work and again immediately upon completion of work. All work, materials, and equipment shall be subject to inspection and approval by the FDOT Engineer.
- All plans and installations shall conform to the requirements of the FDOT's Utility Accommodation Manual in effect as of the date this permit is approved by FDOT, and shall be made a part of this permit. This provision shall not limit the authority of the FDOT under Permit Provision 8 of this Permit.
- The construction and maintenance of such utility shall not interfere with the property, or privileges of a prior Permittee.

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- 7 It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder, except as provided in executed subordination and Railroad Utility Agreements.
- 8 Pursuant to Section 337.403, Florida Statutes, any utility placed upon, under, over, or along any public road or publicly owned rail corridor that is found by FDOT to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion, of such public road or publicly owned rail corridor shall, upon thirty (30) days written notice to the utility or its agent by FDOT, be removed or relocated by such utility at its own expense except as provided in Section 337.403(1), Florida Statutes, and except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements, and shall apply to all successors and assigns for the permitted facility.
- 9 It is agreed that in the event the permitted work done to be done simultaneously with FDOT's construction work, the Permittee will coordinate with FDOT before proceeding and shall cooperate with the FDOT's contractor to obtain an approved Utility Work Schedule so as not to delay the work of the FDOT's contractor, defend any legal claims of the FDOT's contractor due to delays caused by the Permittee's failure to comply with the approved Utility Work Schedule, and shall comply with all provisions of the law and FDOT's Utility Accommodation Manual. The Permittee shall not be responsible for delays beyond its control.
- 10 In the case of non-compliance with the FDOT's requirements in effect as of the date this permit is approved, this permit is void and the facility will have to be brought into compliance or removed from the R/W at no cost to the FDOT, except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements. This provision shall not limit the authority of the FDOT under Permit Provision 8 of this Permit.
- 11 It is understood and agreed that the privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid privileges.
- 12 During construction, all safety regulations of the FDOT shall be observed and the Permittee must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual of Uniform Traffic Control Devices (MUTCD), as amended by FDOT's Utility Accommodation Manual.
- 13 Should the Permittee be desirous of keeping its utilities in place and out of service, the Permittee, by execution of this permit acknowledges its present and continuing ownership of its utilities located between and within the FDOT's R/W as set forth above. Whenever the Permittee removes its facilities, it shall be at the Permittee's sole cost and expense. The Permittee, at its sole expense, shall promptly remove said out of service utilities whenever the FDOT determines said removal is in the public interest.
- 14 In the event contaminated soil is encountered by the Permittee or anyone within the permitted construction limits, the Permittee shall immediately cease work and notify the FDOT. The FDOT shall notify the Permittee of any suspension or revocation of the permit to allow contamination assessment and remediation. Said suspension or revocation shall remain in effect until otherwise notified by FDOT
- 15 For any excavation, construction, maintenance, or support activities performed by or on behalf of the FDOT, within its R/W, the Permittee may be required by the FDOT or its agents to perform the following activities with respect to a Permittee's facilities: physically expose or direct exposure of underground facilities, provide any necessary support to facilities and/or cover, de-energize or alter aerial facilities as deemed necessary for protection and safety.
- 16 Pursuant to Section 337.401(2), Florida Statutes, the permit shall require the permit holder to be responsible for damage resulting from the issuance of the permit. The FDOT may initiate injunctive proceedings as provided in Section 120.69, Florida Statutes to enforce provisions of this subsection or any rule or order issued or entered into pursuant thereto.
- 17 Pursuant to Section 337.402, Florida Statutes, when any public road or publicly owned rail corridor is damaged or impaired in any way because of the installation, inspection, or repair of a utility located on such road or publicly owned rail corridor, the owner of the utility shall, at his or her own expense, restore the road or publicly owned rail corridor to its original condition before such damage. If the owner fails to make such restoration, the authority is authorized to do so and charge the cost thereof against the owner under the provisions of Section 337.404, Florida Statutes.
- 18 The Permittee shall comply with all provisions of Chapter 556, Florida Statutes, Underground Facilities Damage Prevention and Safety Act.

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- 19 By receipt of this permit, the Permittee acknowledges responsibility to comply with Section 119.07, Florida Statutes.
- 20 It is understood and agreed that commencement by the Permittee is acknowledgment and acceptance of the binding nature of all information provided, listed Permit Provisions, and attached Special FDOT Instructions.

PERMITTEE SIGNATURE

By the below signature(s) signify agreement with the above Permit Provisions and hereby represent the utility permit form, nor its provisions have been altered other than filling in the required information. The Permittee declares that prior to filing this application, the location of all existing utilities that it owns or has an interest in, both aerial and underground, are accurately shown on the plans of the Permittee's work areas. The Permittee further declares that a letter of notification was mailed to the following utilities known to be involved or potentially impacted in the Permittee's work as indicated.

Name of Utility Notified

Verizon LLC
AT&T/New Horizons

Date Notified

2/13/2013
2/14/2013

Utility Agency/Owner

Utility Builder

Signature: _____ Date: _____
 Name: Jack Schmitzer
 Title: Distribution Manager for Leon Co, JCC

Signature: _____ Date: _____
 Name: Bea Wilderment
 Title: Webildit Project Manager

FDOT PROJECT INFORMATION

Listed below are projects that may be impacted by the utility work described in this permit and Utility Work Schedules and need to be approved prior to commencing work:

FID 2345H692 Tharpe Street Extension, FID 2376H698 Green Way Traffic Signal Project

SPECIAL FDOT INSTRUCTION

The Permittee shall not close any through lanes on SR 967 between the hours of 5:00 am and 8:00 pm – Monday through Friday.

Additional FDOT Special Instructions are attached Yes No

PERMIT APPROVAL

FDOT Approving Authority Signature: _____ Date: _____
 Name: Timothy Manachester P.E
 Title: Local Maintenance Engineer, Midway Operations Center.

FDOT Field Representative

Name: Blake Sponofski Telephone: (850) 414-4335 e-mail: blake.spinofski@dot.state.fl.us

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FINAL INSPECTION CERTIFICATION

I the undersigned Permittee do hereby CERTIFY that the utility construction approved by the above numbered permit was inspected and installed in accordance with the approved plans made a part of this permit and in accordance with the FDOT's current UAM. All plan changes have been approved by the FDOT's Engineer and are attached to this permit. I also certify that the work area has been left in as good or better condition than when the work was begun.

Utility Agency/Owner

Utility Builder

Signature: _____ Date: _____

Signature: _____ Date: _____

Name: Herb McBenebutu

Name: Bea Wilderment

Title: Post Construction Manager for Leon Co, JCC

Title: Webildit Project Manager

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