

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (Tollway") hereby grants a concession in the form of this Permit to:

Permittee Name

Address

City, State Zip

This permit grants permission to Permittee to install, operate and maintain a facility under, over or across the Illinois Tollway. All work in accordance with the plans and subject to the terms and conditions of this permit.

System Segment, Milepost

This Permit is granted only in so far as the Tollway has the legal right to do so and is subject to the rights of third parties, including the rights of adjacent property owners and any property rights or other rights or permits granted to others.

EFFECTIVE DATE

The permitted work or activity may commence under this Permit only after the Tollway receives the required Permit Bond and evidence of insurance coverage. The Permittee may begin work after a fully executed copy of the Permit and an Authorization to Proceed is issued.

WORK AND ACTIVITY

All work and activity done under this Permit shall be performed at the location designated in this Permit and shall be performed in accordance with the plans, specifications or other data filed with the application for this Permit and approved by the Tollway. All such plans, specifications or other data are incorporated in and made a part of this Permit. Additionally, all work and activity done under this Permit is subject to the Terms and Conditions included in this Permit.

THIS PERMIT is subject to the following Terms and Conditions:

(a) This Permit is granted only insofar as the Tollway has the legal right to do so under applicable provisions of 605 ILCS 10/11, *et. seq.*, and in accordance with all current Tollway Standard Specifications and Utility Regulations adopted from time to time by the Illinois Tollway. Permittee agrees to fully comply with any and all legal obligations, including but not limited to obtaining all necessary permits, in advance of entering and/or while upon, traversing or using any Tollway owned right-of-way or real property. This Permit is subject to the rights of third-party property owners, including but not limited to any and all abutting, underlying and/or overhead property owners. Permittee shall identify all such rights prior to initiating any of its work or activities and shall not materially interfere with such rights while conducting work or activities. Permittee fully understands and agrees that the Tollway's grant of the concession contemplated herein solely relates to land owned or under the control of the Tollway. The Tollway does not have the authority to grant, and may not otherwise grant, any concession or access to real property it does not own or real property that is not under its control. The Tollway will not be a party to any negotiations between Permittee and any third-party property owners.

(b) Nothing contained in this Permit shall in any way be construed as a sale, lease or other disposition or encumbrance of the Tollway right-of-way or any part of the Tollway's toll highway system or as creating any charge or lien on the Tollway's revenues.

(c) All work or activities done under this Permit, and any maintenance or repairs during or required after such work or activities, shall be at expense of Permittee and at no cost or risk whatsoever to the Tollway.

(d) This Permit shall terminate and be null and void if the work or activities covered by this Permit is not started with one year of this Permit's Effective Date.

(e) Should it at any time be necessary or convenient, in the sole discretion of the Tollway, in connection with the improvement, maintenance, operation, use or safety of the Tollway, to change, alter, relocate, halt or remove Permittee's work, activities or improvements, such change, alteration, relocation, cessation or removal shall promptly be made by the Permittee at the written direction of the Chief Engineer of the Tollway, at no cost or expense to the Tollway. If Permittee fails to change, alter, relocate, halt or remove work, activities or improvements upon said written demand, the Tollway may perform work required to do so, and Permittee shall promptly reimburse the Tollway for all engineering, construction and administrative costs, fees and expenses, including legal expenses and reasonable attorneys' fees, incurred by the Tollway in connection therewith. In the event work or improvements must be removed, as determined by and in the sole discretion of the Tollway, the Permittee will be given the opportunity to reinstall the work or improvements in a different location, if possible.

(f) This Permit does not in any way release the Permittee from any liability for damage to persons or property caused by or resulting from the work or activities covered by this Permit or the operation or use of improvements installed under this Permit. This Permit is effective only insofar as the Tollway has jurisdiction, and it does not sanction any infringement of any applicable federal, state or local laws or regulations. Permittee shall be liable for any damage to Tollway property caused by Permittee, its agents, employees or contractors, or by the Permittee's work, activities or improvements, or by operation or use of such improvements.

(g) The work and activities authorized by this Permit, while under the direct control and supervision of the Permittee, shall be subject to inspection by the Tollway or its duly authorized representative.

(h) The work and activities authorized by this Permit shall be accomplished in accordance with all current Tollway Standard Specifications and Utility Regulations adopted from time to time by the Tollway.

(i) Permittee shall give the Tollway written notice of commencement of permitted work or activities at least three (3) days before work or activities begin. Permittee shall give the Tollway written notice of completion of work or activities no later than three (3) days after completion. Any notice required under this Permit shall be mailed to the Tollway's Chief Engineer at: The Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.

(j) The Tollway, in issuing this Permit, has relied upon statements and representations made by the Permittee in the permit application. In the event any statement or representation in said application is found to be false, the Tollway, at its option, may revoke the Permit and, when so revoked, all rights of the Permittee hereunder shall immediately cease and be null and void.

(k) No trees or shrubbery in Tollway right-of-way shall be trimmed, cut or disturbed without the approval of the Chief Engineer of the Tollway or the Chief Engineer's authorized representative. Areas within the right-of-way disturbed by work or activities covered under this Permit shall be restored to the same condition as existed before such work or activities began. Restoration work shall be subject to the approval of the Tollway.

(l) Where fence removal is necessary, removal shall be accomplished by disconnecting the webbing from the post starting at pull post locations. When re-erecting the fence, old webbing must be discarded, and new webbing must be used.

(m) The work or activities allowed by this Permit shall not impede or restrict Tollway operations and shall not cause harm or interfere with the Tollway's public safety communications systems.

(n) The Tollway's fiber optic cable and all other underground Tollway facilities must be located, exposed and hand excavated before commencement of any digging on Tollway property. Request locates online at www.illinoisvirtualtollway.com/utilitylocates

(o) Permittee, its successors and assigns, shall be responsible for and shall protect, indemnify, defend and hold harmless, the Tollway, its officers, directors, employees, successors, assigns, agents and contractors, as well as its General Engineering Consultant (GEC), from any and all liability, loss, costs, fees, damages, expenses, claims, actions and suits of every kind and character arising directly or indirectly out of or incident to (i) the granting of this Permit, (ii) the actions or inaction of Permittee or its officers, employees, agents, contractors and successors, or (iii) the construction, maintenance, operation or use of Permittee's improvements, all to the fullest extent permitted by law. Permittee's liability, as described here, shall not be limited by any insurance required or provided by Permittee. Nothing herein contained shall be construed as prohibiting the Tollway or its General Engineering Consultant (GEC) from defending any claims, actions or suits brought against it or selecting and using its own attorneys. Permittee shall be liable for all costs, fees and expenses incurred by the Tollway or its General Engineering Consultant (GEC) in its defense of any such claim, action or suit, including reasonable attorney's fees.

(p) If the Permittee must perform any work or activities that the Tollway, in its sole discretion, determines will affect traffic or require traffic control or protection, the Permittee shall submit a maintenance of traffic plan to the Tollway for approval. No work or activities affecting traffic shall be performed without the written approval of the Chief Engineer of the Tollway or his representative. All costs for traffic control, including any police protection determined by the Tollway to be necessary, shall be paid for by the Permittee. All traffic control shall be in accordance with the Tollway's Standard Specifications and Traffic Control Manual.

(q) Permittee shall not assign, transfer or lease this Permit to own, operate, use, manage or control improvements on Tollway property, nor shall any contract or agreement with reference to or affecting the Permit be valid or of any force and effect whatsoever, unless such assignment, transfer, lease, contract or agreement shall have been approved, in writing, by the Tollway.

(r) **Insurance Requirements:** Permittee shall procure and maintain insurance, as set forth below, against claims for injuries to persons or damage to property which may arise from or in connection with work or activities authorized by this Permit. Permittee's work or activities shall not commence until insurance required by this section has been obtained by Permittee and Permittee has submitted documentation to the Tollway, which documentation the Tollway accepts. The insurance companies providing coverage shall be rated by A.M. Best Company with a Financial Strength Rating of A- or better and be of a financial size category of not less than VII. Insurance coverage shall not limit Permittee's obligation to indemnify, defend or settle any claims.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. **Commercial General Liability** coverage on an unmodified, Insurance Service Office (ISO) "Occurrence" form, current edition or an alternative form providing equivalent protection, with limits of liability of not less than \$1,000,000 each occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate.
2. **Business Automobile Liability** on an unmodified, Insurance Service Office (ISO) form, current edition or an alternative form providing equivalent protection, with limit of liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage each accident.
3. **Workers Compensation** insurance as required by the State of Illinois, providing statutory benefits, and **Employers' Liability** of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit, including voluntary compensation.
4. **Excess/Umbrella Liability** – Providing coverage excess of the Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance, in an amount of not less than \$10,000,000 each occurrence and \$10,000,000 annual aggregate. Coverage shall include drop-down provisions if the underlying coverage limit is reduced or exhausted.

Permittee shall cause the Tollway, together with its officials, directors, and employees to be named "additional insureds" on all commercial general liability, automobile liability and excess/umbrella liability coverages. The policies shall be primary for the Additional Insureds and not contributing with any other insurance or similar protection available to the "Additional Insureds" whether said other coverage be primary, contributing or excess. Policies shall contain a waiver of subrogation waiving any rights of recovery that the insurer(s) may have against the Tollway and its officials, directors, and employees. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Tollway.

If Permittee maintains broader coverage and/or higher limits than the minimums shown above, the Tollway requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Permittee.

No representation is made that the minimum insurance requirements of this Permit are adequate to cover the indemnity or other obligations of Permittee under this Permit.

All deductibles or self-insured retentions must be declared and accepted by the Tollway. Proof of insurance shall include copies of the applicable "additional insured" endorsements for review of and approval by the Tollway. Any failure by the Tollway to request proof of insurance will not waive the requirement for procuring and maintaining the minimum insurance coverages specified.

(s) **Bond Requirements:** Before commencing work or activities under this Permit, Permittee must deliver to the Tollway a permit bond in the amount shown on the bond form provided by the Tollway.

(t) Permittee agrees to repair and pay all costs necessary (including lost toll revenue due to traffic disruption as determined by the Tollway) to eliminate voids and restore pavement defects caused, at any time, by settlement that occurs over and along a casing or carrier pipe augured and jacked under Tollway pavement. In repairing an area between a casing and the surrounding soil, Permittee must grout the area. Permittee agrees to pay all costs necessary (including lost toll revenue due to traffic disruption) to repair pavement defects and/or structures damaged by directional drilling operations.

(u) Permittee certifies that it has not offered any money, gift, favor or other consideration to any State or Tollway official, employee, agent or representative for the purpose of influencing an official action of the Tollway, including but not limited to the granting of approval of this Permit.

(v) The Tollway's issuance of this Permit is based on the plans, specifications and other data Permittee submitted to the Tollway. Issuance of this Permit shall not be approval of or a guarantee of the soundness of such plans or specifications and shall not be a basis for imposing liability upon the Tollway or any of its agents or employees. The issuance of this Permit shall not prevent the Tollway, in its sole discretion, from requiring correction of errors and omissions in the plans, specifications and other data or from stopping Permittee's work or activities upon discovery of such errors and omissions.

PERMIT NO. Seg-Year-Seq No.

Permittee accepts and agrees to comply with all Terms and Conditions of this Permit.

PERMITTEE:

Permittee Signature

Print Name

Title

Date

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Approved by:

Chief Engineering Officer

APPROVED AS TO FORM AND CONSTITUTIONALITY

ATTORNEY GENERAL, STATE OF ILLINOIS