DuPage County Division of Transportation
421 N. County Farm Road Wheaton, IL 60187-2553
630/407-6900 (Fax) 630/407-6901

ADDITIONAL ITEMS REQUIRED:
Additional items may be required by the Division of Transportation following final approval of the engineering or site plan prior to the issuance of the permit, as follows:

1. **HIGHWAY PERMIT BOND:** The general contractor/owner shall provide a performance bond in the amount of 110% of the contract price of all work performed within the County’s rights-of-way (or a minimum of $1500.00 for single-family residential or $2500.00 for multi-family or commercial, whichever is greater). An Engineer’s Probable Cost Estimate or the contractor’s contract quantity costs shall accompany the bond confirming the bond amount. The bond shall be either:
   a. A Letter of Credit (per the County sample attached) or
   b. A cashier’s or certified check (made payable to the “DuPage County Division of Transportation”). Personal or business checks are NOT acceptable and will be returned.

2. **INSURANCE:** The general contractor shall provide a Certificate of Insurance, naming the “County of DuPage” as additional insured and “County of DuPage c/o Division of Transportation” as Certificate Holder, based upon the requirements of Art. 107.27 of IDOT’s “Standard Specifications for Road and Bridge Construction” (latest edition) for said project per the attached information and sample certificate. The description of the certificate should include the note; “The Certificate Holder is named as additional insured with respect to general and automobile liability for all work performed within DuPage County rights-of-way”. In addition, the following items are required:
   A. General and Automobile liability endorsements naming the “County of DuPage, its successors, assigns & employees” as an additional insured to the policy; and
   B. Cancellation/non-renewal endorsements for general and automobile liability stating the “County of DuPage c/o Division of Transportation” will be notified if such policy is cancelled. If the cancellation riders cannot be provided, the insured can provide a cancellation notice guarantee to the County per the attached sample (on the insured’s letterhead); and
   C. Aggregate amounts of the policy shall be: “Per Occurrence” shall total $2M and combined “General Aggregate” needs to total $4M or a combination of General Aggregate and Excess/Umbrella liability needs to meet the required aggregate amount;
   D. Proof of Workers Compensation coverage on Certificate of Insurance only; and
   E. For engineering and architectural firms, include Professional Liability coverage in the aggregate amounts of $1M per occurrence and $2M aggregate.
   F. Policy numbers must be identified on all pages of the policy and coincide with the Certificate of Insurance.

3. **IMPACT FEE RECEIPT:** Any proposed construction (new or improvement) within the County’s highway rights-of-way requires the provision of proof of payment and compliance with the County’s Roadway Impact Fee Ordinance for the site building construction.

4. **SPECIAL EVENT COVER LETTER, FLYER, WAIVER and ROUTE MAP:** Provide a cover letter detailing the date, time (including event start/finish time and needed set-up/clean-up time), copy of the special event flyer (including the waiver) and a route/location map (if applicable). The event waiver shall include the statement; “The County of DuPage, its successors, assigns and employees shall be held harmless for any injury to persons and/or damage to property for participating in said event” along with any other applicable agencies or groups necessary for the requested event.

5. **SPECIAL EVENT MINOR RELEASE:** A parent or legal guardian must sign a release for any minors (under 18 years of age) participating in a scouting or school sponsored event (outside of an organized race or event covered by the standard event flyer/waiver required previously in Item #4).
107.27 Insurance. The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Department and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Department will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this Article or elsewhere, the Department does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

(a) Workers Compensation and Employers Liability.

Legal Regulations and Responsibility To Public

Art. 107.27

(1) Workers compensation shall be provided according to the provisions of the Illinois Worker’s Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

(2) Employers Liability.

a. Each Accident $500,000
b. Disease-policy limit $500,000
c. Disease-each employee $500,000

(b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

(1) General Aggregate Limit $2,000,000

(2) Products-Completed Operations

Aggregate Limit $2,000,000

(3) Each Occurrence Limit $1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the Department, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The Department may accept a separate owner’s protective liability policy in lieu of the Department, it’s officers, and employees being insureds on the Contractor’s policies.
(c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

Bodily Injury & Property Damage Liability Limit Each Occurrence $1,000,000

(d) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without 30 days prior written notice to the Department by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits, and endorsements shall be filed with the Department before the Department will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction". Any exception or deviation shall be brought to the attention of the Department for a ruling of acceptability. In no event shall any failure of the Department to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor shall, at his/her expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from his/her obligation to indemnify in excess of the coverage according to the contract.
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):** 11/07/12

**RISK MANAGEMENT SERVICES, INC.**
1234 N. Main Street
Anytown, IL USA 11111-1111
(O) 800/555-55555 (F) 800/555-5551

**INSURED**

JOHN SMITH'S PLUMBING, INC.
ON.OOO MAIN STREET
ANYTOWN, IL USA 00000-0000

**COVERAGES**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>B</td>
<td>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

TAKE ACH* ACORD (101, Additional Remarks Schedule, if more space is required)

**THE COUNTY OF DUPAGE, ITS OFFICERS AND EMPLOYEES; ARE NAMED AS ADDITIONAL INSURED AS RESPECTS FOR GENERAL AND AUTOMOBILE LIABILITY ONLY FOR ALL WORK PERFORMED BY THE INSURED WITHIN ANY DUPAGE COUNTY RIGHTS-OF-WAY.**

**CERTIFICATE HOLDER**

COUNTY OF DUPAGE c/o the Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187-2553

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

© 1989-2010 ACORD CORPORATION. All rights reserved.
Policy Type: Commercial Umbrella

Reason Issued: Renewal
Policy Number: 123ABCDEF
Renewal of: 123ABCDEF
Issue Date: 05/29/12

JOHN SMITH'S PLUMBING, INC.
ON.OOO MAIN STREET
ANYTOWN, IL USA 00000-0000

COMMERCIAL LIABILITY UMBRELLA DECLARATIONS

Policy Period: From 06/15/12 To 06/15/13 12:01 a.m. at the address of the Named Insured as shown above.

Form of Business: CORPORATION
Business Description: CABLE TV INSTALL

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

Commercial Liability Umbrella Limits Of Insurance
$2,000,000 Each Occurrence Limit
$2,000,000 Personal and Advertising Injury Limit
$2,000,000 Aggregate Limit (except with respect to "covered autos")

Retained Limit
See Schedule of Underlying Insurance
None Self-Insured Retention applicable to each "occurrence" or offense which is covered by this insurance but not covered by "underlying insurance"

Advance Premium: $771.00

Certified Acts of Terrorism: $15.00

Your Estimated Total Policy Premium Is $786.00

THIS IS NOT A BILL. Any outstanding balance due will be billed at a later date.

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S), SCHEDULE(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.
Cancellation Privilege Notice

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
<tr>
<th>Endorsement effective</th>
<th>Countersigned by</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/15/2012 AT 12:01 A.M. CENTRAL STANDARD TIME</td>
<td>(Authorized Representative)</td>
</tr>
<tr>
<td>Named Insured</td>
<td></td>
</tr>
<tr>
<td>JOHN SMITH'S PLUMBING, INC.</td>
<td></td>
</tr>
</tbody>
</table>

SCHEDULE

Name and Address of Person or Organization to Receive Notice of Cancellation:

COUNTY OF DUPAGE c/o
the Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187-2553

A. If we cancel this policy, we will mail to the person or organization named in the Schedule of this endorsement, written notice of cancellation at least 30 days before the effective date of cancellation.

B. If you cancel this policy, we will mail to the person or organization named in the Schedule of this endorsement, written notice of cancellation.
Endorsement

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE *

Name Of Additional Insured Person(s) Or Organization(s):
COUNTY OF DUPAGE, its officers and employees, c/o the Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187-2553

Location(s) Of Covered Operations:
Work performed within the DuPage County rights-of-way.

*Information required to complete this Schedule, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in Section II - Liability:

4. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
Date: __________________________

Mr. Christopher C. Snyder, P.E.  
County Engineer  
DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187-2553  
(630) 407-6900 – Phone  
(630) 407-6901 - Fax

Re: Insurance Acknowledgment/Agreement

Dear Mr. Snyder:

As the authorized signatory of (Name of Organization), (Name of Representative) agrees as follows:

(Name of Representative) will immediately notify the County of DuPage through the Division of Transportation (County) if any insurance required under the above referenced highway permit application has been cancelled, materially changed, or renewal has been refused, and (Name of Organization) shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance coverage, the County shall notify (Name of Representative) that (Name of Organization) can proceed with the work. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of the permit issued for the work and Name of Organization shall accept and bear all costs that may result due to (Name of Organization)’s failure to provide and maintain the required insurance.

Very truly yours,

______________________________
Name: (Signature)

______________________________
Name: (Print)

______________________________
Title: