



SPECIAL ACCESS PERMIT

GENERAL TERMS AND CONDITIONS

A. General

1. For purposes of this document, the term "Permitee" shall mean the entity listed as Permitee on the Forest Preserves of Cook County Permit, and include the Permitee's employees, agents, contractors, subcontractors, consultants and the owner.
2. For the purposes of this document, the terms "Work" and "Project" are understood to refer to the work as set out in the Permit.
3. The provisions, terms, conditions and/or limitations set forth in this document apply only to Special Access Permits issued for: Construction, Restoration, Research and Right-of-Entry are supplemental to those detailed in various other Permit documents, which include but are not limited to:
 - a. Access Permit Overview
 - b. Attachment B: Access Permit Insurance Requirements

B. Notification

1. Permitee shall be responsible for the giving of any and all required notices to any adjacent or adjoining property owner or other party.
2. Notification to the Forest Preserves should be directed to the individual identified on the Permit; otherwise, to Mr. John Sterenberg in Planning and Development at (708) 771-1192.

C. Security Deposit, when applicable

1. Permitee shall pay a security deposit in the amount when required. The amount of the security deposit may increase based upon the nature and scope of the work and the duration of the Permit.
2. Following either the expiration of this Permit or receipt of written notification from the Permitee that the work is completed, the Forest Preserves may inspect the area covered by the Permit. If there is no damage to Forest Preserves property and there are no amounts due under this Permit, the security deposit will be refunded in full.
3. The Forest Preserves shall have the right to apply all or a portion of the security deposit to pay for any amounts due to the Forest Preserves from Permitee as a result of violations of this Permit or any other Permit issued to Permitee, and may include compensation for damage to Forest Preserves property.



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D. Violations and Fines

1. Failure to abide by these terms and conditions will be considered a violation of the Permit, and may result in the assessment of fines and monetary damages as well as revocation or cancellation of the Permit.
2. Generally, fines are assessed in accordance with Code of the Forest Preserve District of Cook County, available on-line at www.fpdcc.com.
3. When damage to Forest Preserves property has been documented, the Forest Preserves may assess monetary damages against the Permittee in an amount which represents the estimated cost to the Forest Preserves, as determined by the Forest Preserves, to repair, replace or otherwise remediate the damage. This assessment is in addition to any fines assessed.
4. Permittees with outstanding or unpaid fines and/or monetary damages assessed from previous permitted (or non-permitted) work will not be issued Permit extensions or Permits for new work until the outstanding assessments are paid in full.

E. Sequencing of Work

1. Before any equipment is brought to the site or any work is begun:
 - a. All tree protection fencing must be in place in accordance with Forest Preserve requirements.
 - b. All construction or security fencing and emergency signage must be in place.
 - c. All alternate pedestrian and/or vehicular routes must be established, and the appropriate signage and fencing (where required) must be in place.

See Section K below for specifics on protection of Forest Preserves property.

2. Upon completion of work, all equipment must be removed from the site before the removal of any tree protection fencing, construction or security fencing, emergency signage or alternate pedestrian and/or vehicular routes, including paving, signage or fencing, may occur.

F. Area of Work

1. This Permit does not authorize any work, access to or from the site or any other work-related activities on any areas not shown or described on Attachment A, unless otherwise permitted by the Forest Preserves in writing.
2. All requests to perform work outside of the area specified in the Permit, including access and egress routes, must be submitted in writing and approved, prior to commencement of the work, by the Forest Preserve and may result in additional fees.



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G. Scope of Work

1. Permittee shall not engage in any work beyond the scope of the description of work listed on the Permit and as may be further described on Attachment A.
2. All requests to perform work of a different scope or nature than that specified in the Permit must be submitted in writing and approved, prior to commencement of the work, by the Forest Preserves and may result in additional fees and security deposits.

H. Duration of Work and Permit Extensions

1. Permittee may occupy the permitted area only during the dates specified in the Permit. If a time extension to the Permit becomes necessary, the Permittee must apply in writing to the Forest Preserves for any extension at least one (1) week prior to the Permit expiration date. Additional fees may be assessed for any extensions. Extensions are granted at the sole discretion of the District.

I. Regulatory Requirements

1. Permittee shall familiarize itself with and comply with all Federal, State, Local and Forest Preserves rules, regulations, codes and ordinances and shall obtain permits from all governmental agencies and bureaus as required.
2. Permittee shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

J. Vehicles, when applicable

1. Parking or driving of vehicles in unauthorized areas will be considered a violation of the Permit (see Section D above).
2. Permittee is responsible for ensuring that all workers use only authorized parking areas or street parking. The parking or driving of vehicles on lawn areas, under trees, within landscaped areas (whether fenced or unfenced) and/or on sidewalks is strictly prohibited unless otherwise specifically stated in Attachment A.

K. Protection of Forest Preserves Property

1. General
 - a. Permittee shall take all precautions and safeguards necessary for the complete protection of the public and Forest Preserves employees and property.
 - b. Permittee shall avoid damage to or loss of the property or work of the Forest Preserves and others, and shall repair or replace any such damage, or pay for such repair or



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replacement, to the satisfaction of the Forest Preserves and in accordance with the Code of the Cook County Forest Preserves.

- c. Permittee shall ensure that all public ways are maintained free and clear of construction debris during the construction period.
 - d. The site shall be kept clean at all times and in a manner acceptable to the Forest Preserves.
2. Site Security, when applicable
- a. Permittee is required, prior to start of any work, to erect security fencing and fence screening around the entire perimeter of work. Security fencing is to be chain link, minimum height of 6 feet.
 - b. Permittee is responsible for the ongoing maintenance of the security fencing and screening.
 - c. Security fencing may only be removed when all work and site restoration are complete.
 - d. Permittee shall erect, and maintain for the duration of work “Caution Construction Area Keep Out” signs. The number of signs required will vary according to project size and location, and will be determined by the Forest Preserves consistent with industry standards and the law.
3. Utilities
- a. Permittee shall protect all utilities and adjacent facilities, whether existing or installed by others during the Permit period.
 - b. It is the sole responsibility of Permittee to inform itself of the existence and location of all utilities in the vicinity of the Site. The Forest Preserves does not guarantee the completeness or accuracy of the information shown on any plans regarding utilities, either publicly or privately owned, and the Permittee shall make its own investigation to determine the existence, nature and location of all utilities.
4. Natural Area Protection, when applicable
- a. General
 - 1) Protection fencing must be in place before any equipment is brought to the site or any work begun and must be maintained intact for the duration of the work.
 - 2) Driving, parking, dumping, stockpiling and/or storage of vehicles, equipment, supplies, materials or debris on or within landscape areas is strictly prohibited.



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- 3) All landscaped or natural areas that are disturbed during construction shall be restored to their previous condition at the direction of the Preserves.

b. Natural Area Protection Violations

- 1) Natural Area Protection Violations include, but are not limited to: a) protection fencing not in place prior to beginning of work; b) protection fencing damaged, removed, or not in place at any time during work; c) unauthorized removal of Protection fencing; d) encroachment in Protection fencing; e) placement of any materials within the Protection fencing; f) vehicles driving or parked under trees or on any natural or landscape areas (whether fenced or unfenced); g) damage to any tree or other plant material or landscape area; i) unauthorized removal of any tree or other plant material; j) use of any tree or other plant material as anchorage; and k) the attachment of any object, including but not limited to: signage, chains, ropes, wires, or handbills to any tree or other plant material.

c. Tree Protection

- 1) All tree protection practices must conform to Forest Preserves specifications.
- 2) Tree Protection fencing must be in place before any equipment is brought to the site or any work begun, and must be maintained intact for the duration of the work.
- 3) Trees that are damaged by Permittee's operations or personnel shall be repaired, replaced or remediated by Permittee as directed by the Forest Preserves. This will be in addition to the Natural Area Protection Violations fines noted above.
- 4) Trees that are removed by Permittee without authorization, or which are damaged by Permittee and are determined by the Forest Preserves to require removal, shall be replaced at sole cost by Permittee. Replacement tree variety(ies) and location(s) will be determined by the Forest Preserves.
- 5) Permittee will be fined for the removal of trees in accordance with the requirements, policies and Code of the Forest Preserves of Cook County.

L. Site Restoration

1. By the expiration date or upon termination of this Permit, Permittee shall restore all disturbed or damaged areas to like conditions as existed prior to commencement of the work. Failure to restore the site will be considered a violation of the Permit until the restoration is complete (see Section D above). All restoration must be approved by the Forest Preserves.



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M. Use of Site

1. All work shall be scheduled to avoid disruption of or conflict with normal Forest Preserves activities. Any temporary interruption of Forest Preserves operations or services shall be requested and approved prior to that interruption.
2. Permittee will be required to conduct its Work so as not to unnecessarily obstruct the activities of others who also may be engaged in Work on this or any other project.
3. Only such materials and equipment as are necessary for the construction of the work shall occupy any space at the permitted site.

N. Access to Facilities

1. It shall be Permittee's responsibility to obtain access to facilities, and to arrange for adequate security at the end of each work day, on weekends and at all other appropriate times.

O. Safety

1. Permittee shall take all precautions and safeguards necessary for the complete protection of the public, employees and Forest Preserve property.
2. Permittee shall prohibit all lighting of fires on and about Forest Preserve property.
3. All combustible materials must be stored in approved safety containers and placed in safe locations.
4. Permittee shall provide all security traffic control, covering of open trenches and other safety measures reasonably required and/or as may be requested by the Forest Preserve.
5. The Forest Preserve may at any time require additional provisions if such are deemed necessary for public safety or convenience.

P. Energy Conservation

1. Permittee shall promote efficient use of all energy. Permittee shall turn off all lights, faucets, valves, and equipment when not in use.
2. All temporary lighting shall have compact fluorescent lights (CFLs) or other energy efficient lights.



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Q. As-Built Drawings, when applicable

1. Permittee shall, upon completion of the work, provide one complete, legible, reproducible set of the As-Built Drawings to the Forest Preserves at the Permittee's expense.

R. Testing Results, when applicable

1. Permittee shall provide to the Forest Preserves copies of the results of any analytical monitoring, testing or sampling performed by Permittee on Forest Preserves property. A copy of the final report, when issued, shall also be provided to the Forest Preserves.

S. Liability

1. Permittee shall promptly and fully reimburse the Forest Preserves for all loss or damages to Forest Preserves property and any work necessary to be performed by the Forest Preserves as a result of this project within seven days of billing by the Forest Preserves.
2. The Forest Preserves is not responsible for the damage or loss of any equipment belonging to the Permittee during the operation of this Permit.
3. Permittee shall remove from Forest Preserves property at no cost to the Forest Preserves all excess materials resulting from the work upon expiration of this Permit.
4. Any material or equipment which is removed or disconnected and, in the opinion of the Forest Preserves, is of value, but is not specified for reuse, shall remain the property of the Forest Preserves. Care shall be taken by the Permittee to prevent damage in handling this property.
5. Permittee shall forfeit its security deposit if it occupies the area covered by this Permit after the Permit's expiration. The Forest Preserves has the right to remove, at Permittee's cost, any materials or equipment left on Forest Preserves property after the expiration of the Permit.

T. Insurance or Waivers

For the duration of this Permit and at all times in which Permittee is occupying Forest Preserves property, Permittee shall maintain insurance coverages in the amounts and types specified, and on the terms and conditions set forth in Attachment B.

U. Indemnification

Permittee shall indemnify, keep and save harmless the Forest Preserves, its commissioners, officers, employees, agents, volunteers and contractors (collectively, the Forest Preserves Indemnitees) from any and all loss, cost, damage, expense, judgment or liability of any kind whatsoever that the Forest Preserves Indemnitees may be put to or which may be recovered from the Forest Preserves Indemnitees by reason of or on account of anything done by the Permittee or by virtue of this Permit being granted.



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V. Cancellation

This Permit is subject to cancellation or change at any time by the General Superintendent or authorized representative of the Forest Preserves.

W. Disputes

The General Superintendent or authorized representative will decide all questions that arise with respect to this Permit including, but not limited to, the assessment of any fees or fines, or the reduction of the security deposit.

X. Disclaimer

1. It shall be understood that this Permit does not in any way create the relationship of joint venture or partnership between the Forest Preserves and the Permittee.
2. The issuance of this Permit does not indicate Forest Preserves approval of any of the elements of the proposed construction or relieve Permittee from its responsibilities for protection, repairing or replacing any public or private property affected by the construction or any other work performed under this Permit.



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SIGNATURE PAGE

I have read, understood and agree to abide by all the terms, conditions and limitations contained in "Attachment C: Terms and Conditions."

Respectfully submitted:

Signature of Authorized Officer or Representative of Permit Applicant

Date

Written Name of Authorized Officer or Representative of Permit Applicant

Title of Authorized Officer or Representative of Permit Applicant