

STANDARD PROVISIONS FOR PERMIT OPERATOR

1. INTENT OF THE PERMIT DOCUMENTS.

The work authorized under this Permit shall comply with the requirements of Permit Documents and the E-470 Public Highway Authority Permit Manual, as amended from time to time, and applicable federal, state and industry codes and regulations. In the event of conflicting requirements, the following hierarchy shall be used:

- a. All applicable federal, state and industry codes and regulations.
- b. This Permit.
- c. Standard Provisions for Permit Operator.
- d. Plans.
- e. Project Specifications.
- f. E-470 Public Highway Authority Permit Manual (latest edition).
- g. CDOT Standard Specifications for Road and Bridge Constructions and all references (late set edition).

Construction of any portion of the E-470 Highway facility, including the pavement structure, subsurface support, drainage, landscaping elements and appurtenant features, shall also comply with the provisions of the E-470 Public Highway Authority’s General Provisions, Specifications, CDOT Standard Specifications for Road and Bridge Construction and with the Colorado Standard Plans (M & S Standards).

2. PURPOSE.

The E-470 permit process is based on the E-470 Public Highway Authority Permit Manual policies and is required for, but not limited to the following:

- a. Installation of new facilities across the E-470 Highway;
- b. Maintenance of existing facilities installed by Permit or Common Use Agreement;
- c. Access upon E-470 Property;
- d. Construction of any facility upon E-470 Property
- e. Routine maintenance of existing facilities installed by permit or Common Use Agreement, not involving any movement of dirt, fences, signs or other items;
- f. Annual Access upon the E-470 Property; and
- g. Other items as deemed necessary by the Authority.

3. PROCESS

The following process shall be used for the application and execution of this Permit.

Application Submittal – Upon submittal of the permit documentation, the Authority may conduct an in-house review. This review involves all groups within the Authority and usually takes ten (10) business days. All comments received during the review will be addressed. The applicant will resolve all comments identified by the Authority, make appropriate revisions and re-submit the applicable portions.

Permit Fees – After all the Authority concerns have been addressed, the Authority will determine the Permit Fee and Administration Fee.

Pre-Construction Meeting – When applicable, a Pre-Construction meeting will be set by the Authority when all documents have been reviewed and approved.

Permit Issuance – Permit issuance may occur following the pre-construction meeting, if applicable, the receipt of insurance certificates, and if there are no other outstanding issues.

Permit Close Out – After the work has been accepted by the Authority Staff, the work authorized under the Permit will be regarded as “substantially complete”. The Permit will not be placed in warranty until the Authority has accepted the final As-Built Plans. Permittee will not be issued any further Permits until the

Authority has accepted As-Built Plans for the current permit.

Pre-Approval – Permittee may request to be considered for a pre-approval status with the Authority. This pre-approval status is reserved for those who will have to obtain multiple permits from the Authority. Pre-approval shall apply to advance agreements regarding insurance, so duplicate submissions of these items will not be required with each permit application.

4. PERMIT APPLICATION AND EXHIBITS.

Permittee shall submit all required documents or the application will be deemed incomplete and will not be accepted.

Letter of Request (on letterhead or e-mail with signature block) as necessary to document that the owner concurs in the application, if the applicant is other than the Permittee and to provide full descriptions of nature of the proposed work, value of work, etc.

Permit Form (pages 1 and 2).

Exhibit A – Standard Provisions for Permit Operator.

Print, read, initial all pages in the lower right-hand corner and submit with all other exhibits.

Exhibit B – Payment and Performance Bond.

- a. Printer friendly copy of Payment and Performance Bond can be obtained on the E-470 web site, www.E-470.com, calling (303) 537-3751, or email to permits@e-470.com.
- b. Prior to beginning work, Contractor may be required to submit a Payment and Performance Bond meeting the requirements contained in this Exhibit A in an amount of the value of the work permitted. Permittee shall provide the value of the work to be permitted. The Authority may adjust and/or approve such value as deemed appropriate by the Authority.
- c. The Payment and Performance Bond shall not be released until six (6) months after the expiration of the two (2) year warranty period and any extensions thereof, which commences after Final Acceptance.

Exhibit C – Insurance Certificate.

Permittee or Permittee's insurance company shall provide an Insurance Certificate. The Insurance Certificate shall contain the required provisions as contained in this Exhibit A.

Exhibit D – Plans.

Applicant shall provide plans that completely depict the Work to be performed. Plans for facility installations shall be depicted on E-470 As-Built in both Adobe Portable Document Format (PDF) and digital form compatible with Intergraph Microstation V8 or such other compatible format as required by the Authority. The Authority will provide the necessary As-Built, which will show existing features. Plans at a minimum shall include:

- a. Distance from E-470 mile post and intersecting streets;
- b. Distance of proposed work or facility from E-470 Property line;
- c. Distance from edge of pavement;
- d. Distance of occupation within E-470 Fee, or if it crosses E-470 Fee;
- e. Facility type: (water, gas, phone, electric, fiber optic cable, oil, etc.);
- f. Nature of installation (buried, overhead or attached to a highway structure); and
- g. Detailed profile of any work, especially near the E-470 fiber optic line.

Exhibit E – Project Specifications.

Permittee shall provide project specifications as necessary and/or as required by the Authority.

Exhibit F – As-Built.

Permittee shall provide As-Built as necessary after completion of construction or other modifications to E-470 Property. Permittee shall provide the design on a n E-470 as-built. Request for an as-built may be made by calling (303) 537-3751, or email to permits@e-470.com.

Exhibit G – Traffic Control Plan.

Whenever the work will affect the movement or safety of traffic, Permittee shall provide a Traffic Control Plan which shall conform to the “Federal Manual of Uniform Traffic Control Devices for Streets and Highway” (Part VI). Traffic Control Plans must be prepared by a Traffic Control Supervisor and signed with certification reference.

Exhibit H – Completion Covenant.

Any Permittee that is self insured shall execute a Completion Covenant in lieu of providing an Insurance Certificate. A copy of the Completion Covenant can be printed from the E-470 web site, www.E-470.com, calling (303) 537-3751, or email to permits@e-470.com.

Other.

Permittee shall provide such other exhibits or documentation as required by the Authority such as the following:

- a. Wetlands, archaeological, hazardous material, environmental, historical, and other clearances:
 - i. Facility owner/contractor must satisfactorily address these items, in accordance with applicable law, as a condition to issuance of a Permit. The letter of request for a Permit may include a discussion of the status of any required environmental clearances. Upon request, the Authority will provide locations of these known items.

5. PERMIT FEE AND ADMINISTRATION FEE.

Prior to issuance of the Permit, Permittee shall pay the Permit fee, as determined during the Permit review. Do Not Submit fee with the application.

Sample Permit fee calculation: (1 ft X 15 ft / 43560 X \$75,000 per acre = \$25.83)

Fees for longitudinal facility and transverse installations shall be \$75,000 per acre unless waived by the Executive Director of E-470 Public Highway Authority (the “Authority”). Fees for other miscellaneous construction activities or improvements will be determined by the Executive Director on a case-by-case basis. The Authority in its sole discretion, may accept materials/services and/or other things of value to the Authority in lieu of cash payment from the Permittee in an amount determined by the Authority.

The Authority may charge an Administration Fee in the amount of \$750 for the Authority’s review Permittee’s submitted documents.

6. REQUIRED INSURANCE COVERAGE.

The Authority requires a Certificate of Insurance prior to authorizing commencement of any work on E-470 Property.

Permittee and its contractor(s) shall procure, at their own expense, and maintain for the duration of the work period, the following minimum insurance coverage:

- a. General Requirements. Permittee shall acquire and maintain in full force and effect, during the entire term of the Permit, including any extensions hereof, and at any time thereafter necessary to protect the Authority, its directors, employees, agents, consultants and Permittee from claims that arise out of or result from the operations under the Permit by Permittee or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverage set forth in Paragraph 6(b). All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the Authority. Permittee’s insurance shall provide that the insurer will give the

Authority sixty (60) days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this Paragraph 6.

b. Minimum Insurance Coverage:

- i. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of \$100,000 each accident, \$500,000 Disease-Policy Limit, \$100,000 Disease each employee.
- ii. Commercial general liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each occurrence; \$2,000,000 general aggregate, and \$1,000,000 products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:
 - a) Premises and operations;
 - b) Personal injury liability;
 - c) Contractual liability;
 - d) Property damage;
 - e) Products and completed operations;
 - f) Independent contractor coverage;
 - g) Explosion, collapse and underground (for contractors only);
 - h) Contractors' limited pollution coverage (for contractors only); and
 - i) Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).
- iii. Commercial automobile liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned, and employee non-owned vehicles used at the Permit site.
- iv. Professional Liability – coverage in the amount of \$1,000,000 each claim and in the aggregate covering the negligent acts or omissions of the Consultant and/or its subcontractors in the performance of the Services (for professionals only).
- v. . Excess Liability Coverage – Liability coverage inclusive of general liability, automobile liability and employers liability in the amount of at least \$5,000,000 combined single limit bodily injury and property damage, each occurrence: and \$5,000,000 in the aggregate. Separate aggregates need to be structured as found in the underlying coverage.
- vi. All coverage specified herein shall waive any right of subrogation against the Authority and its directors, officers and employees.

c. Additional Insured Parties. All policies (with the exception of workers' compensation and professional liability insurance) shall insure the interest of the Authority and its respective directors, officials, employees, agents, and consultants.

d. Certificates of Insurance. Prior to commencing any work under the Permit, the Permittee shall provide the Authority with a certificate or certificates evidencing the coverage identified on the face of the certificate with the Permit number for this Permit, the name of the project and a copy of the additional insured endorsement. If the Permittee subcontracts any portion(s) of the work, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance coverage, commercial general liability insurance coverage and automobile liability insurance coverage, in amounts satisfactory to the Authority and the Permittee and containing the "additional insured", "waiver of subrogation" and "cancellation" conditions found in this Paragraph 6. If the coverage required expires during the term of the Permit, the Permittee and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

e. Additional Provisions. Each general liability policy and, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

i. Permittee’s insurance coverage shall be primary insurance with respect to the Authority and its directors, officers and employees. Any insurance maintained by the Authority (or its directors, officers and employees) shall be in excess of the Permittee’s insurance and shall not contribute to it.

ii. Permittee’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

f. Failure to Comply with Reporting Provisions. Any failure on the part of the Permittee to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Permittee to provide the required coverage to the Authority (and its directors, officers and employees).

g. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Permittee the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two years. Permittee agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. Permittee’s failure to purchase such an extended reporting period as required by this Paragraph shall not relieve it of any liability under the Permit. If the policy is a claims-made policy, the retroactive date of any such renewal of such policy shall be not later than the date this Permit is executed by the parties hereto. If the Permittee purchases subsequent claims- made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Permit is executed by the parties hereto.

h. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Permittee's liability hereunder or to fulfill the indemnification provisions and requirements of this Permit. Permittee shall be solely responsible for any deductible losses under the policy

i. Additional Risks and Hazards. If the Authority requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, Permittee shall obtain such insurance, if available, in a form and for a cost approved by the Authority, and the cost thereof shall be charged to the Authority

7. INDEMNIFICATION.

Permittee shall indemnify, defend and hold harmless the Authority and each of the governmental entities that is now or may in the future become a party to the Authority’s Establishing Contract, and each of its directors, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys’ fees), and liabilities, of, by or with respect to third parties (“any claims”) to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Permittee or any of its subcontractors or material suppliers, agents or employees, in connection with the Permit and/or the Permittee’s work hereunder. Further, the Permittee hereby agrees to indemnify, defend and hold harmless the Authority and each of its directors and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys’ fees) and liabilities of, by or with respect to, third parties (“any claims”), arising directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Permittee, its employees, subcontractors, material suppliers or agents or employees, or the agents or employees of any subcontractors or material suppliers which causes or allows to continue a condition or event which deprives the Authority or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24- 10-101, et seq., Colorado Revised Statutes. Nothing in the Permit or in any actions taken by the Authority pursuant to the Permit shall be deemed a waiver of the Authority's sovereign immunity under the Colorado Governmental Immunity Act. Provided, however, that such Permittee shall not be liable for any claim, loss, damage, injury or liability arising out of negligence of the Authority, its directors, employees, agents and consultants. The obligations of the indemnifications extended by the Permittee to the Authority under the Permit shall survive termination or expiration of the Permit.

Permittee’s defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in the Permit shall be construed as requiring the Permittee to defend in litigation, indemnify or insure the Authority against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the Authority or any third party under the control or supervision of the Authority.

This indemnification shall be enforceable irrespective of whether the Authority shall have approved, either express or implied, the design, construction, installation, operation, maintenance or repair of such Facility Improvements within E-470 Property.

8. PAYMENT AND PERFORMANCE BOND.

Prior to issuance of this Permit, the Authority may require the Permittee to provide the Authority with a Payment and Performance Bond in a form acceptable to the Authority. The Payment and Performance Bond shall be in a sum determined by the Authority. The Payment and Performance Bond shall be increased to such amounts as directed by the Authority. A sample Payment and Performance Bond can be obtained on the E-470 web site (www.e470.com) or by calling 303.537.3751. The Authority will consider Bonds currently in effect between the Contractor and Permittee in satisfaction of this requirement, provided that the Authority is named as dual obligee and accepts the terms of the Bonds. The Payment and Performance Bond shall not be released until six (6) months after the expiration of the two (2) year warranty period and any extensions thereof, which commences after Final Acceptance.

9. LIQUIDATED DAMAGES.

Cutting of the Fiber Optic Line – In the event that the Permittee or the Permittee’s Contractor, in the performance of the work, damages the fiber optic line currently existing at the worksite, the Permittee understands and agrees that as a result of such event, the Authority will suffer substantial losses and damages, which the Parties are unable to ascertain at the time of contracting. Such losses and damages may include the loss of telecommunications services to E-470’s Toll Beltway Management System and to other points of connection, as well as loss of revenues incidental to the operation of the E-470 Highway, reduced public confidence and adverse public relations which would reduce future tolls. The Permittee agrees to pay the Authority, as liquidated damages for damage to the operations of the fiber optics line, except when such damage is the sole result of another the Authority Contractor’s failure to accurately locate the line, the amount of \$50,000 per day/per occurrence, which amount the Parties agree is a reasonable estimate of the Authority’s losses.

10. COMMENCEMENT AND COMPLETION.

No work on E-470 Property shall commence prior to issuance of a fully executed and approved permit. Permittee shall notify the Authority inspector:

- a. Twenty-four (24) hours before commencing work on E-470 Property;
- b. Twenty-four (24) hours prior to any work adjacent to or crossing the Toll Beltway Maintenance System (TBMS) line;
- c. When suspending operations for five (5) or more working days;
- d. Twenty-four (24) hours before resuming suspended work; and/or
- e. Upon completion of work.

No work shall proceed beyond the date specified in the permit without written approval of the Authority.

Prior to beginning any construction work, a pre-construction meeting with all involved parties shall be conducted by the Authority.

The Permit, plan exhibit, insurance certificate(s) and traffic control plan, must be available on site during work.

11 PLANS, PLAN REVISIONS, ALTERED WORK.

Plans or a work sketch are subject to the Authority’s approval. A copy of the approved plans or sketch must be available on site during work.

If necessary, minor changes, corrections and/or additions to this Permit may be ordered by the Authority inspector, any other Authority representative or a local authority to meet unanticipated site conditions.

Plan revisions, or altered work differing in scope or nature from that authorized under this Permit, are subject to Authority approval. Permittee shall promptly notify the Authority inspector of changed conditions

which may occur on the job.

12. ACCESS.

Permittee shall obtain the Authority's approval for Permittee's point of access onto and routes over E-470 Property utilized in connection with the performance of work pursuant to this Permit.

13. WORK WHERE E-470 SHARES JURISDICTION.

Utility work within municipal boundaries, or on certain public lands, may require the Permittee to obtain the separate approval of the appropriate jurisdictional agency or property owner.

14. UTILITY LOCATION

Permittee may not perform any work that will affect existing utilities. Work necessitating protection of existing permitted utilities may require a separate permit.

It shall be the responsibility of the Permittee to verify the location of the existing facilities and notify all facility owners or operators of any work that might involve other facilities within the E-470 Property. Permittee shall identify the location of underground facilities or any other installation with suitable markers, of a type and at locations as specified or otherwise approved, by the Authority. Markers shall be maintained by Permittee for the life of the installation and shall provide unobstructed line of sight between marker signs. The Authority may require warning ribbon and/or detection wire for buried facilities. Permittee shall furnish "As Constructed" lines and grades as directed by the Authority.

Any work necessary to protect existing permitted facilities, such as an encasement, will be the responsibility of the Permittee. Any damage or disruption to any facilities during the construction shall be the Permittee's sole responsibility and shall be promptly repaired or replaced at no cost to the Authority.

Owners of underground facilities shall locate their facilities pursuant to Section 9-1.5-105, C.R.S.

15. TRAFFIC CONTROL.

Whenever the work will affect the movement or safety of traffic, Permittee shall develop and implement, at its sole expense, a traffic control plan and utilize traffic control devices as necessary to ensure the safe and expeditious movement of traffic around and through the work site and the safety of the Permittee's work force. The use of appropriate advance warning and construction traffic control signs, flashers, barricades and flagging may be required at all times during construction. These devices shall be located within the E-470 Property. When flagging personnel are required, they shall be certified by the contractor in accordance with the Authority standards.

The traffic control plan and the application of traffic control devices shall conform with the Manual on Uniform Traffic Control Devices (MUTCD), and Colorado Supplement thereto, and with the Authority's requirements. All work that requires traffic control shall be supervised by a registered professional traffic engineer or by a traffic control supervisor certified by the American Traffic Safety Services Association (ATSSA) or the Colorado Contractors Association (CCA). Permittee shall provide certification of the Traffic Control Supervisor as Worksite Traffic Supervisor, as such terms are defined in the MUTCD, by the American Traffic Safety Services Association or other recognized authority.

Permittee's traffic control plan shall be subject to the Authority's approval prior to commencing work on the E-470 Property. A copy of the approved traffic control plan must be available on site during work.

Any damage to any E-470 Highway facilities including traffic control devices shall be repaired immediately by Permittee at no cost to the Authority and prior to continuing other work. Any mud or other material tracked or otherwise deposited on the E-470 Highway shall be removed daily by Permittee, or as ordered by the Authority inspector.

No work shall be permitted that infringes on the mainline lanes and no traffic control devices shall be placed within two (2) feet from the outermost solid white line during the hours of 6:00 A.M. to 9:00 A.M. and 3:00 P.M. to 6:00 P.M., except as determined by the Authority in its sole discretion and if the Facility Owner assures an

acceptable flow of traffic as well as providing the required safety precautions and proper traffic control.

16. EROSION CONTROL PLAN.

Whenever a utility installation, adjustment or maintenance activity will result in grading and trenching, the utility shall develop and implement an erosion control plan using temporary Best Management Practices (BMPs).

The erosion control plan must be approved by the Authority prior to commencement of the work. The designer of the plan shall have been certified in the development of erosion control from the Rocky Mountain Education Center at the Red Rocks Community College or an approved equal. The plan shall be prepared and presented to the Authority for approval. To prevent delays in the beginning of the work, the erosion control plan should be presented to the Authority prior to the pre-construction conference.

The Permittee shall comply with the following BMPs at all times, unless otherwise approved by the Authority:

- a. Check Dams;
- b. Erosion Bales;
- c. Drop Inlet Erosion Bales;
- d. Culvert Inlet Protection;
- e. Soil Retention Blanket;
- f. Silt Fence; and
- g. Channel Erosion Logs or Bales.

No work will be performed until the Authority has approved the installation of the temporary BMPs in the field.

The temporary BMPs shall be checked after each storm and cleaned or replaced to provide adequate protection against erosion. The temporary BMPs shall be inspected by the Permittee every fourteen (14) calendar days if storm events have not occurred.

After the completion of the work, the temporary BMPs shall remain until the vegetation has been established or until the Authority provides the approval to have it removed. The Authority shall have the final approval on the removal of the temporary BMPs.

If the Permittee fails to install or maintain the temporary BMPs in accordance with this Permit, the Authority shall provide written notice of the failure to the Permittee. If the Permittee fails to complete installation or maintenance of the temporary BMP within three (3) days of the notice, the Authority shall shut down the project by suspending or stopping work and/or revoking this Permit.

If the Authority is fined by the Colorado Department of Public Health and Environment or the Environmental Protection Agency because of the actions of the Permittee under this Permit, the Permittee will be responsible for paying the fines. If the Authority incurs any additional damages as a result, in whole or in part, of the Permittee's and/or its contractors' failure to comply with BMPs, the Authority shall be entitled to recover the amount of damages from the Permittee and/or the Permittee's contractor.

17. CLEAR ROADSIDE CONSIDERATIONS.

The Authority is committed to providing a roadside area thirty (30) feet from the edge stripe of the nearest lane that is as free as practical from nonreversible hazards and fixed objects (the "Clear Zone"). New above ground installations may be permitted within the Clear Zone only upon a showing that no reasonable alternate locations exist. Permittee must utilize appropriate countermeasures to minimize hazards.

Materials and equipment shall not be located or stored within the Clear Zone of the E-470 Highway. The traffic control plan must include protective measures where materials and equipment may be stored on E-470 Property and outside the Clear Zone.

Open trenches and other excavations within E-470 Property shall be addressed in the Permittee's traffic control plan.

Permittee agrees to promptly undertake mitigating or corrective actions acceptable to the Authority upon notification by the Authority that the installation permitted herein has resulted in an otherwise unforeseen hazardous situation for E-470 Highway users.

Parking within or upon the E-470 Highway of vehicle loading/unloading or other business related activities is strictly prohibited.

No construction vehicles shall be parked, or construction materials/equipment stored, on the E-470 Property overnight.

No private vehicles shall be parked on the E-470 Property at any time during the construction.

No equipment will be allowed on the main lanes of the E-470 Highway at any time during construction.

18. CONTRACTOR STATEMENT.

Permittee shall include the following statement in each contract with a contractor who will perform some or all of the work contemplated by this Permit: "All work performed under this contract shall comply with all terms and conditions of _____ (Permit Title) Permit No. _____ granted to _____ (Permittee) by the E-470 Public Highway Authority on _____ (date)."

19. GENERAL CONSTRUCTION REQUIREMENTS.

Permittee shall not cross the E-470 Highway median.

No work shall be permitted that infringes on the mainline lanes and no traffic control devices shall not be placed within two (2) feet from the outermost solid white line during the hours of 6:00 A.M. to 9:00 A.M. and 3:00 P.M. to 6:00 P.M. No work shall be permitted at night or on Saturdays, Sundays or holidays without prior authorization or unless otherwise specified in this Permit. The Authority may restrict or stop work on E-470 Property during adverse weather conditions, during periods of high traffic volume or for any other cause deemed sufficient by the Authority.

Those areas within the E-470 Property which must be disturbed by permit operations shall be kept to a minimum.

Permittee shall not discharge, spill, dump or dispose of any material, other than stormwater, into a storm sewer system. In the event that Permittee becomes aware of any non-stormwater discharge into the storm sewer system, Permittee shall immediately notify E-470's Communication Center by telephone at (303) 537-3409, to be followed by formal written notification to the Authority within seventy-two (72) hours thereafter.

The Authority will enlist the assistance of the Colorado State Patrol in enforcing the State Littering Statute against any person who deposits, throws or leaves any material, other than stormwater, into a storm sewer system within the boundaries of E-470 Property in violation of the policy contained in the Authority's Resolution 04-04. As a secondary enforcement measure, the Authority shall work with local law enforcement agents from the City of Aurora, Town of Parker, Douglas County and Arapahoe County to ensure enforcement of the prohibition on discharging non-stormwater within the boundaries of E-470 Property.

If the Authority incurs any additional damages as a result, in whole or in part, of the Permittee's and/or its contractors' discharge, spill, dump or disposal of any material other than stormwater into a storm sewer, the Authority shall be entitled to recover the amount of damages from the Permittee and/or the Permittee's contractor.

In addition, the Permittee shall conduct any remediation required by the local, state or federal government, and the Authority, at Permittee's sole expense. If Permittee fails to perform the required remediation, such remediation may be performed by the Authority. The Permittee shall immediately reimburse the Authority for all costs and expenses that it incurs in connection with such remediation. If the Permittee fails to reimburse the Authority for the costs and expenses, the Authority may make a claim against the Permittee's Payment and Performance Bond, as appropriate.

Permittee shall not spray, cut or trim trees or other landscaping elements within E-470 Property, unless such work is otherwise specified in this Permit, or clearly indicated on the approved plans.

No cleated or tracked equipment may work on or move over paved surfaces without mats.

Any and all facilities, which are the subject of this Permit, shall be of durable materials in conformity with accepted practice or industry standards, designed for long service life and relatively free from routine servicing or maintenance.

Thrust blocks will be required on all vertical and horizontal bends.

Permittee is responsible for designing structure attachments, subject to the approval of the Authority.

Work in wetland areas shall be avoided where possible. Existing vegetation in the area (wetlands and non-wetlands) shall be protected. Removal of trees and shrubs is prohibited.

Construction compaction by means of jetting, puddling or water flooding is prohibited within all E-470 Property.

Any monument marking the boundaries of E-470 Property, the Fee or the MUE that is destroyed, disturbed, moved or otherwise damaged in any way shall be restored or replaced with a new E-470 monument by the Authority Surveyor, at the Facility Owner's sole expense. The Facility Owner shall restore E-470 Property if it is damaged or disturbed during the monument restoration process. Such restoration shall include restoring vegetation and providing irrigation as needed. If Facility Owner fails to reimburse the Authority for the costs and expenses, the Authority may make a claim against the Facility Owner's Payment and Performance Bond, as appropriate.

Right-of-way fence damaged or removed due to construction is to be re-established to its original position one (1) foot inside the right-of-way boundary upon restoration of any destroyed, disturbed, or moved survey markers or monument(s).

Restoration of E-470 Property disturbed by a Facility Owner shall include reseeding or resodding to restore pre-construction conditions. This work shall consist of seeding or sodding all areas which are denuded of vegetation during Facility construction operations. The work will be accomplished under the direction of the Authority. The seed species, origin and application rates will be as determined by the Authority.

If petroleum or other potentially hazardous material is encountered during excavation, the work shall be stopped immediately and the Authority notified. The proper disposal of any soil or other material determined to be hazardous and/or contaminated, either uncovered or excavated during construction, shall be the responsibility of the Permittee. The disposal shall be accomplished in accordance with all applicable federal, state and local laws and regulations and at no cost to v.

All excavations for utility lines, culverts, trenches or tunnels shall meet the requirements of the Occupational, Safety and Health Administration (OSHA), Colorado Industrial Commission, Colorado Division of Mines or the Colorado Department of Transportation, whichever applies.

20. MISCELLANEOUS.

The Authority makes no warranty of title to or possession of E-470 Property which is subject to this Permit.

The privileges conveyed in this Permit are subject to all prior agreements, licenses, permits and conveyances recorded and unrecorded.

It is the Permittee's responsibility to determine the existence of any rights, users, installation, facilities and facilities in or near the permitted E-470 Property and to accommodate them in connection with the Permittee's work and to coordinate with such agencies including shared use of any encasements.

Any additional permits and clearances required by federal or local government agencies, ditch companies and other state agencies are the responsibility of the Permittee and the property owner.

Permittee may not assign this Permit or the privileges hereunder.

Permittee shall comply with all relevant laws, regulations, codes and other rules and requirements of all governments, including but not limited to those referenced in the E-470 Public Highway Authority Permit Manual as it may be amended from time to time.

The Authority may enforce the terms and conditions of this Permit by any and all remedies available to it, including without limitation suing for injunctive relief and/or damages. The Authority shall be awarded its attorney's fees and all other costs of enforcement.

Where Permittee does not fulfill the obligation to repair or maintain any portion of E-470 Property or the obligation to control and maintain the flow of traffic, the Authority, in lieu of canceling this permit, may accomplish the required work by any other appropriate means, and the Permittee will be liable to the Authority for any associated costs.

21. ALIGNMENT, COVER, CLEARANCE.

Location and alignment of Permittee's facilities shall only be as specified in this Permit or as otherwise indicated in the approved plans or work sketch.

Minimum overhead clearance shall be as required by the E-470 Public Highway Authority Permit Manual criteria.

22. PAVEMENT CUTS AND REPAIRS.

No paved surface shall be cut unless otherwise specified in this Permit. Asphalt removals shall be saw cut to assure a straight edge for patching.

23. BORING, JACKING, ENCASEMENT.

Unless otherwise specified, buried crossings shall be bored or jacked beneath the roadway, at least from toe of slope to toe of opposite slope.

Encasement requirements shall be consistent with the E-470 Public Highway Authority Permit Manual. The Authority may require protective casing for shallow installations or certain conduit materials. Encased crossings shall extend at least from toe of slope to toe of slope, or the full width between access-control lines on E-470 Highway.

24. TOLL BELT MANAGEMENT SYSTEM (TBMS) PROCEDURES FOR EXCAVATION

Prior to any excavation, Permittee will arrange for all the facilities, including the TBMS to be located and marked. The TBMS backbone conduits must be located vertical and horizontal. The conduits must be physically observed and their location recorded prior to work progressing. The Authority shall be notified twenty-four (24) hours prior to location of the conduit to witness the procedure.

Permittee shall excavate to within three (3) feet of vertical or located depth of TBMS backbone. Hand digging is preferred; however, excavation with a backhoe and an observer has been employed in the past. Permittee shall then excavate the remaining three (3) feet by hand. Warning tape should be encountered eighteen (18) to twenty-four (24) inches above the conduit. The fiber optic line was installed along with a copper line in the one and one-quarter (1-1/4) inch HDPE conduit. Three (3) additional one (1) inch HDPE conduits accompany this conduit. No new utility will be placed within four (4) feet vertically of the TBMS backbone.

In the event that the utility passes under the TBMS backbone, the conduits shall be supported in the following manner:

- a. Bind the four conduits together at four (4) foot intervals, minimum two locations within excavation, using Mule tape or similar material.
- b. Support the backbone at three (3) foot intervals, minimum two (2) locations along excavation.
- c. Support will be accomplished by suspending the backbone with Mule tape or similar strapping material to four (4) inch by four (4) inch treated timber posts, two (2) inch steel pipe or number eleven (11) rebar, placed perpendicular across the trench at ground level. Larger diameters may be required for trench depths in excess of four (4) feet.

In the event that the proposed utility crosses above the TBMS backbone, item 1-3 will be followed. Once located, the backbone shall be backfilled a minimum of eighteen (18) inches and temporarily protected by positioning two (2) - four (4) by eight (8) by one-quarter (1/4) inch sheets of steel over the conduits until the new utility is installed

and the trench backfilled.

25. RESTORATION OF FEE OR MUE.

Prior to final acceptance, all disturbed portions of E-470 Property shall be cleaned up and restored to their original condition, except as the surface may be permanently modified by the use of this Permit, at the Permittee's sole expense and subject to the Authority approval. Seeding, sodding and planting shall be as specified, or otherwise approved by the Authority. Construction, maintenance and watering requirements shall conform with the Authority requirements and CDOT Standard Specifications. Where landscape restoration must be delayed due to seasonal requirements, such work shall be authorized by separate permit.

26. SUSPENSION AND CANCELLATION.

The Authority inspector or its representative may suspend or stop work, or revoke this Permit for any cause including but not limited to the following:

- a. Non-compliance with the provisions of this Permit.
- b. Adverse weather or traffic conditions.
- c. Concurrent E-470 Highway construction or maintenance in conflict with permit work.
- d. Any condition deemed unsafe for workers or for the general public.

Work may resume upon disposal of grounds for suspension. This permit is subject to termination due to:

- a. Non-compliance with the provisions of this Permit;
- b. Abandonment or transfer of ownership;
- c. Supersedure by new permit covering the same installation;
- d. Conflict with planned E-470 Highway construction; and/or
- e. Any other reason at the sole discretion of the Authority.

Permittee must promptly terminate occupancy upon notice of cancellation of this Permit.

27. INSPECTION AND ACCEPTANCE.

The Authority will determine the extent of inspection services necessary for a given installation. Permittee shall attend final inspection as may be required. Permittee shall be responsible for any costs of said inspection services.

Inspector(s) employed by or under contract with the Authority are authorized to inspect all work done and materials furnished within E-470 Property. This inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to act as foreman for the Permittee.

All materials and each part or detail of the work may be subject to the Authority inspection. The inspector shall be allowed access to all parts of the work and shall be furnished with information and assistance by the Permittee as required to make a complete and detailed inspection.

Any work completed without inspection by the inspector may be ordered uncovered, removed, and restored at the Permittee's expense.

All inspections conducted by the Authority are for the convenience and benefit of the Authority. The Authority inspector must be on site during installation, and all cost for the inspection and transportation (including travel time) shall be reimbursed by the Permittee at the following rates:

Labor costs per hour \$_____ Vehicle costs per hour \$_____

Unacceptable work is work that does not conform to the requirements of this Permit. Unacceptable work, resulting from any cause, shall be promptly removed and replaced in an acceptable manner at the Permittee's

expense. The fact that the inspector may have overlooked the unacceptable work during previous inspections shall not be the basis of a waiver for the requirements to remove and replace unacceptable work. Final acceptance does not relieve Permittee of maintenance obligations toward those elements of the facility constructed under this Permit.

The Authority will be notified a minimum of twenty-four (24) hours prior to work requiring testing. The minimum testing frequency shall follow the requirements of the controlling municipality or unincorporated county that the parcel resides within or CDOT Standards, whichever is more stringent. The Authority retains the right to direct additional testing, up to ten (10) percent of the minimum testing frequency, and to conduct its own tests. The Permittee will bear the cost and responsibility for all testing within E-470 Property. All Permittee tests and associated data conducted within E-470 Property shall be submitted to the Authority within forty-eight (48) hours of completion. The contractor shall supply to the Authority its testing program, prior to the start of work. The testing program shall include, but not be limited to, type, frequency and specifications of all items of work requiring testing by the contractor within E-470Property.

Upon completion of the work, the Permittee/Contractor/Engineer shall contact the Authority for final inspection at (303) 537-3751 or email, permits@e-470.com, and submit an "As-built" plan in an acceptable format showing in detail all construction changes, modifications and revisions. All changes, modifications or revisions shall be stamped by a Colorado registered professional engineer. Permittee shall also provide a record of the work, including materials used, copies of all testing reports and proximity to or work performed on E-470 Highway features. As-built must be submitted with thirty (30) calendar days of the Acceptance date. Failure to submit As- built within the thirty (30) calendar days will result in the Authority having the As-built completed via the Payment and Performance Bond.

Upon completion of the work, a letter certifying that all project materials, construction, inspection and workmanship was in accordance with the plans and applicable with the Authority standards and specifications shall be submitted to the Authority. The certification letter must be signed and stamped by a Colorado registered professional engineer.

A final walk through of all construction activities located within E-470 Property will be conducted at the conclusion of the project or at such time the Permittee deems that work is completed. The Permittee, within thirty (30) calendar days, shall repair, replace or restore any defective item of work noted at this walk through.

After Permittee has complied with all paragraphs of this Permit to the satisfaction of the Authority, the Authority will issue an Acceptance of the work. The warranty period shall not begin until final acceptance has been granted.

28. OPERATIONS AND MAINTENANCE.

Upon its completion, Permittee shall own and maintain the installation permitted herein. The facility shall be kept in an adequate state of repair and maintained on such a manner as to cause the least interference with the normal operation and maintenance of the E-470 Highway.

Maintenance activities, new excavation, or any other disturbance within E-470 Property that are not included in this Permit shall require a separate permit. Where E-470 Highway construction or maintenance operations so require, Permittee will shut off lines, remove all combustible materials from E-470 Property or provide other temporary safeguards.

Permittee shall provide a minimum of two (2) days notice to the Authority whenever maintenance work will affect the movement or safety of traffic upon the E-470 Highway. In an emergency, Permittee shall immediately notify the Authority on-call person by calling (303) 537-3409, and the State Highway Patrol of any possible hazards.

Should any permitted facilities be abandoned, Permittee agrees to promptly notify the Authority and to remove any or all portions of such facilities, as may be directed by the Authority.

29. WARRANTY.

Permittee warrants that the work constructed or replaced as condition of this Permit or any reconstruction work shall be free from defects in workmanship and materials for a period of two (2) years from the final Acceptance date.

If any element of the work constructed or replaced as a condition of this Permit, or any restoration work, fails within two (2) years due to improper construction or materials. Permittee will be responsible to make all repairs as soon as practical but not less than thirty (30) calendar days once notified in writing by the Authority. If Permittee fails to perform warranty work with thirty (30) calendar days, or other period as agreed by Permittee and the Authority, the Authority may perform the warranty work. The Permittee shall immediately reimburse the Authority of all costs and expenses it incurs in connection with such work. If Permittee fails to reimburse the Authority for these costs and expenses, the Authority may make a claim against the Payment and Performance Bond, as appropriate.

30. ADJUSTMENTS DUE TO E-470 HIGHWAY CONSTRUCTION.

In the event any changes are made to the E-470 Highway in the future that would necessitate removal, adjustment or relocation of this installation, Permittee will do so promptly, at no cost to the Authority, within thirty (30) calendar days of receipt of written notice from the Authority.

31. COMPLETION COVENANT.

In the event that the Permittee is self insured and therefore unable to provide an Insurance Certificate, the Authority shall require the Permittee to execute a Completion Covenant in lieu of an Insurance Certificate. The Completion Covenant provides that Permittee shall (1) faithfully and within such time as required by this Permit, including mutually agreed upon extensions of time, perform all routine or periodic maintenance or emergency repairs as described in and allowed by this Permit (2) indemnify, defend and hold harmless the Authority and each of the governmental entities that is now or may in the future become a party to the Authority's Establishing Contract, and each of its directors, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by or with respect to third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Permittee or any of its subcontractors or material suppliers, agents or employees, in connection with the Permit and/or the Permittee's work hereunder, further, the Permittee hereby agrees to indemnify, defend and hold harmless the Authority and each of its directors and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities of, by or with respect to, third parties ("any claims"), arising directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Permittee, its employees, subcontractors, material suppliers or agents or employees, or the agents or employees of any subcontractors or material suppliers which causes or allows to continue a condition or event which deprives the Authority or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, nothing in the Permit or in any actions taken by the Authority pursuant to the Permit shall be deemed a waiver of the Authority's sovereign immunity under the Colorado Governmental Immunity Act, and provided, however, that such Permittee shall not be liable for any claim, loss, damage, injury or liability arising out of negligence of the Authority, its directors, employees, agents and consultants, the obligations of the indemnifications extended by the Permittee to the Authority under the Permit shall survive termination or expiration of the Permit, however, Permittee's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in the Permit shall be construed as requiring the Permittee to defend in litigation, indemnify or insure the Authority against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the Authority or any third party under the control or supervision of the Authority; and (3) fully reimburse and repay the Authority all expenses which the Authority may incur in completing the routine or periodic maintenance or emergency repairs or in returning E-470 Property to the condition in which it existed before any routine or periodic maintenance or emergency repairs were begun to the extent that such completion activities were not performed in accordance with this Permit. The Completion Covenant shall terminate upon the termination of this Permit. A sample Completion Covenant may be obtained from the E-470 web site, www.E-470.com, calling (303) 537-3751, or email permits@e-470.com.

32. MONITORING WELLS.

This Permit allows the installation of monitoring well(s) and monitoring for a _____ year period after the

installation. The Permit may be re-issued by the Authority for further monitoring, upon the request and direction of the Colorado Department of Public Health and Environment. All test well results shall be sent to the Authority inspector.

33. ROUTINE MAINTENANCE AND EMERGENCY REPAIRS.

Routine and periodic maintenance and emergency repairs may be performed within E-470 Property, under the general terms and conditions of this Permit. Any significant repairs such as culvert replacement, resurfacing or changes in design or specifications will require authorization from the Authority. The Authority shall be given proper advance notice whenever maintenance work will affect the movement or safety of traffic on E-470 Highway. In an emergency, immediately notify the Authority by calling (303) 537-3409, and the State Highway Patrol of any possible hazards.