



**PERMIT EXPIRES
180 DAYS AFTER
DATE OF ISSUANCE.**

RIGHT-OF-WAY PERMIT APPLICATION

DESCRIPTION OF WORK: *(Mark all applicable)*

- Pavement Cut:**
- Directional Bore:**
- Sewer / Water Connection:**
- Driveway Apron:**
- Sidewalk Replacement:**

Project _____
Address: _____

Contact Name: _____
Contact Phone Number: _____

Do Not Write in this Space

Date Received: _____
Permit #: _____
Date Issued: _____

Drawings Received
Perf. Bond Received
Liability Ins. Received
Indemnity Received
Terms & Cond. Signed

Village Engineer

Public Works Superintendent

	Name	Address	Phone
Property Owner:	_____	_____	_____
General Contractor:	_____	_____	_____
Sub-Contractors:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

REQUIRED SUBMITTALS / CONTRACTOR CHECKLIST

Permission to utilize the Harwood Heights Right-of-way will not be granted until the following submittals are provided and reviewed.

PROJECT DRAWINGS:

The contractor shall submit construction drawings which indicate the dimensioned location and limits of the proposed work (including the location of all conflicting utilities, existing surface improvements, proposed excavations, boring pits, pole installations, pavement cuts, driveway apron installations, etc.

NOTE: All proposed installations shall maintain a minimum horizontal separation of 18” from any existing public infrastructure, and a minimum vertical separation of 18” from any existing public infrastructure.

PERFORMANCE BOND:

A cash bond in the amount of **\$2,000 with the Village of Harwood Heights listed as beneficiary** shall be provided prior to the issuance of a Right-of-way permit. In the event that restoration is not performed to the satisfaction of the Village, the bond will be utilized to complete such work. In no case will the bond be released prior to the inspection and approval of all necessary restoration.

LIABILITY INSURANCE:

The contractor shall provide proof of liability insurance **in the amount of \$1,000,000 which includes a special provision listing the “Village of Harwood Heights as additional insured”**.

INDEMNITY AGREEMENT (form attached – Page 3):

The permit applicant shall submit a signed indemnity agreement (attached) to the Village of Harwood Heights prior to the issuance of a Right-of-way permit.

TERMS AND CONDITIONS (form attached – Pages 4-5):

The contractor shall sign the attached terms and conditions form (attached) which will certify that he has read and examined the application and represents that all work will conform to the terms and conditions attached.

**INDEMNIFICATION, GENERAL RELEASE & COVENANT NOT TO
SUE AGREEMENT**

WHEREAS, the Permittee named below (“Permittee”) has received permission from the Village of Harwood Heights, Cook County, Illinois, an Illinois Municipal Corporation ("Village"), to perform work in the Village’s rights-of-way and/or on other Village property which the Village maintains an interest, pursuant to the terms of a validly issued Village permit; and

WHEREAS, prior to performing any work pursuant to the Village’s permit, the Permittee must execute this Indemnification, General Release and Covenant not to Sue in order to protect the Village from any and all claims resulting from Permittee’s work.

NOW, THEREFORE, in consideration of performing work on Village property, the Permittee agrees as follows:

1. The Permittee shall indemnify, hold harmless and defend the Village, its agents, officials, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may in any way accrue against the Village, now or in the future, as a consequence of Permittee’s work in the Village’s rights-of-way and/or other Village property pursuant to the terms of a Village permit.

2. The Permittee shall forever release and discharge the Village, its officials, agents, employees and attorneys from all debts, claims, demands, damages, actions, or causes of action, which may arise out of the work performed by the Permittee in the Village’s rights-of-way or any other Village property, including, but not limited to, any claims arising from the cutting or damage of any cables, wires, conduit or other facilities and/or equipment, noise from excavation and/or drilling, soil subsidence from excavating, cracking of foundations, walls and plaster, and tilting/shifting of foundations and walls, windows and doors.

3. The Permittee covenants not to sue or otherwise bring any action in law or equity against the Village, its officials, employees, agents or attorneys for any claims, loss, damage, expense, debt or liability of any nature whatsoever which may be sustained by Permittee or by any third party arising out of Permittee’s work to be performed pursuant to a Village permit.

On behalf of the Permittee, I have read and fully understand this Agreement; I represent that I am authorized to sign this Agreement; the Permittee fully intends to be bound by its terms; and it shall further bind Permittee’s employees, successors in interest, heirs, administrators, devisees, assigns and personal representatives from and after the date of execution.

Permittee: _____ **Date:** _____

Signature: _____

Village of Harwood Heights Engineering Department

7300 W. Wilson Avenue, Harwood Heights, IL 60706
(708) 867-7200

RIGHT-OF-WAY PERMIT TERMS AND CONDITIONS

All permitted work in the Village of Harwood Heights Right-of-Way is subject to the following terms and conditions.

GENERAL CONDITIONS:

- 1. The permittee shall contact the Village of Harwood Heights Engineering Department a minimum of 48 hours prior to the commencement of any work associated with the permit.**
- 2. All work shall be performed between the hours of 7am and 7pm**
- 3. This permit will expire 180 calendar days after the date of issuance. All permitted work must be completed within this period.**
4. The permittee will be responsible for contacting J.U.L.I.E. for utility locations prior to the commencement of construction activities (1-800-892-0123).
5. The permittee will conform to all regulations of the State of Illinois, County of Cook, and Village of Harwood Heights. All construction operations shall be performed in accordance with the Illinois Department of Transportation “Standard Construction for Road and Bridge Construction, latest edition, and all final “Supplemental Conditions” published as of the date of this permit. In the event of a conflict of regulations the most stringent rule shall apply unless otherwise determined by the Village Engineer.
6. The permittee shall maintain safe and convenient means of egress for all established pedestrian movements in the area affected by the permitted construction. In the event that a sidewalk or established pedestrian path will be disturbed or blocked by the construction, the permittee shall be responsible for establishing alternate means of egress, subject to approval by the Village Engineer.
7. The permittee shall maintain safe and convenient means for vehicular movement. In the event that an established vehicular pathway is blocked (even if partially), and/or if the permit tee’s construction operations disrupt the flow of traffic, the permittee shall be responsible for the establishment of a traffic control plan, subject to the approval of the Village Engineer.
8. All traffic control operations shall be in accordance with the “Illinois Manual on Uniform Traffic Control Devices”, latest edition.
9. No wires, pipes, conduits, structures, survey monumentation, or public foliage shall be disturbed, disrupted, altered, or modified as a part of the work associated with this permit. In the instance that inadvertent damage is caused to any public infrastructure, the contractor shall be responsible for full restoration of the affected infrastructure to the satisfaction of the Village of Harwood Heights.

SPECIAL CONDITIONS:

1. All base and surface Courses must be replaced to match existing. This includes concrete base courses which shall also be replaced in-kind to match the existing base.
2. Concrete base courses shall be pinned to the existing adjacent pavement with the use of ½ “ steel dowels 18” on center.
3. Any excavation within existing pavement limits shall be shall be backfilled with CLSM (confined low strength material, aka “flowable fill”) to the pavement section.
4. Cold patch is not permitted. Any excavation under a roadway surface shall be backfilled with CLSM (as per above) and patched with hot patch.
5. All sidewalk shall be saw-cut at the nearest joint adjoining the construction limits. All sidewalk shall be replaced with sidewalk to match the existing width. The replacement sidewalk shall consist of a 3” compacted CA-6 base, 5” concrete surface, with troweled expansion joints at 5’ intervals and ¾” contraction joints at 50’ intervals.
6. All curb shall be saw-cut at the excavation limits. All curb shall be replaced in-kind with a 6” compacted CA-6 granular base, and shall be pinned to the existing curb with ½” steel bars, two on each side of the excavation.
7. All parkway shall be returned to the pre-existing condition. In the event that sod was in place prior to the excavation, permittee shall be responsible to return the parkway to grade and install sod.

CONTRACTOR CERTIFICATION

The undersigned hereby certifies that he has read and examined this application and that the proposed work is accurately and completely represented in the statements made in this application. The undersigned further understands that no work shall be performed prior to the issuance of an approved permit, and that all work shall be executed in accordance with the terms and conditions as established by this document. The undersigned further acknowledges that deviations from the approved permit plan that have not been subsequently approved in writing by the Village Engineer shall result in immediate revocation of the permit, issuance of fines, and require full restoration of the disturbed areas to the pre-existing conditions. The Contractor’s Performance Bond will be utilized for this purpose if necessary.

Signature of Contractor

Date

Village of Harwood Heights Engineering Department

7300 W. Wilson Avenue, Harwood Heights, IL 60706
(708) 867-7200