



**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:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

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

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.

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**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: _____

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