



## **CITY OF NAPERVILLE**

### **Transportation, Engineering, & Development (T.E.D.) Business Group**

#### **APPLICATION INFORMATION: RIGHT-OF-WAY PERMIT**

Anytime an individual, adjacent property owner, contractor or utility company needs to perform above or underground work within the city-owned right-of-way, a right-of-way permit is required. A right-of-way permit provides legal access to work within a city-owned right-of-way or certain easements dedicated for roadway purposes and ensures the work is done safely and meets all applicable codes and regulations. Right-of-way permits are issued in accordance with Public Act 095-0009, which includes the 2007 Cable and Video Competition Law and Video Customer Protection Law, and the Naperville Municipal Code as amended by Ordinance 07-226.

#### **APPLICATION REQUIREMENTS**

The following items must be submitted when applying for a right-of-way permit:

- A. A completed and signed application form.
- B. A location map showing the limits of the work and the location of any temporary items placed in the right-of-way (e.g., dumpsters, scaffolding, equipment, etc.)
- C. A traffic control plan is required for any sidewalk, alley or roadway closures. The plan must include a signage plan consistent with MUTCD and/or IDOT standard traffic control. The requested duration and frequency of the closure must be included.
- D. A maintenance bond. The city-approved template can be forwarded to your insurance or surety company for guidance in filling out. A bond will be required in the amount of \$5,000 for a project not requiring the cutting or patching of the city street pavement. If the project does necessitate cutting or patching of pavement the bond amount is \$50,000.

#### **APPLICATION REVIEW AND APPROVAL**

All documents must be legible and complete. The items listed in “Application Requirements” must be included as part of your application. Omission of any of these items will delay the approval of your application for permit. The applicant will be notified when the permit has been approved. Initial reviews typically require 14 days. Please allow adequate time in your schedule.

Every right-of-way permit shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance. A copy of the permit is to be available for review on-site for the duration of the construction process.

#### **INSPECTIONS**

The following inspections may be required. It is the applicant’s responsibility to request the inspection by calling Naperville Inspection Dispatch. Please schedule inspections a minimum of

72 hours in advance by calling 630/420-6100 (Option 1) Monday through Friday from 8:00 a.m. to 4:00 p.m. (closed 1-2 pm daily) If you find you must cancel an inspection, please notify Inspection Dispatch in advance to ensure that you will not incur additional fees. You may reschedule the re-inspection at the time of cancellation.

1. A Traffic Control Inspection may be required if noted on the permit. The inspection should be scheduled at the time of the initial traffic control set-up to verify that the devices are consistent with the approved plan and are functioning as intended.
2. A Site Final Inspection will be required upon completion of the work to ensure that all areas have been properly restored to pre-construction conditions. For area with turf restoration, this inspection may be deferred until the grass has been established.

### **FEES**

Right-of-way work that is limited to the parkway and sidewalk areas shall be \$88. Right-of-way work that impacts the roadway shall be \$120. This cost includes all review, administrative and inspection fees. Resubmittal fees resulting from a review and rejection of the plans shall be an additional \$45. Additional fees may be assessed based on the scope and duration of the work and the need for additional city inspections.

Future Pavement Restoration Fees will be assessed for any permits that require pavement patching. Patches degrade the overall quality of the pavement and effectively shorten the life of the pavement. The fee amount will be determined at the time of application and will be based on the size of the patch and the type and age of the roadway.

### **FRANCHISE AGREEMENTS**

Contractors working under the authority of an existing franchise agreement with the City are still required to obtain a right-of-way permit for work within the city's right-of-way. However, permit fees are waived and maintenance bonds are not required.

### **CONTACT INFORMATION**

#### **Inspection Dispatch**

Monday-Friday, 8 am to 4 pm (**Closed daily 1 pm-2 pm**)

630/420-6100 Option 1

#### **Development Services Counter**

Monday-Friday, 8 am to 5 pm (**Closed daily 1 pm-2 pm**)

630/420-6100 Option 2



**CITY OF NAPERVILLE  
TRANSPORTATION, ENGINEERING & DEVELOPMENT (T.E.D.) BUSINESS  
GROUP**

**RIGHT-OF-WAY PERMIT APPLICATION**

**LOCATION OF WORK** (adjacent street address or general description):

**APPLICANT INFORMATION**

COMPANY \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY, STATE ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_  
CONTACT NAME \_\_\_\_\_  
PHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_

**CONTRACTOR INFORMATION**

COMPANY \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY, STATE ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_  
CONTACT NAME \_\_\_\_\_  
PHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_

**EMERGENCY CONTACT NUMBERS:**

Please provide 24-hour contact information for at least two responsible individuals that can respond to issues associated with the work site. One number may be provided for a 24-hour dispatch center.

EMERGENCY CONTACT #1: NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
EMERGENCY CONTACT #2: NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
EMERGENCY CONTACT #3: NAME \_\_\_\_\_ PHONE \_\_\_\_\_

**DETAILED PROJECT DESCRIPTION:**

**PROJECT INCLUDES (check all that apply):**

Excavation of roadway pavement  
Excavation of sidewalk pavement  
Parkway/grass restoration required

Temporary roadway closure impacting traffic  
Temporary sidewalk closure impacting pedestrian traffic  
Parkway tree removal or trimming

**FRANCHISE AGREEMENT:**

If the work to be performed is covered under an existing franchise agreement, indicate the franchisee and any additional information pertinent to the agreement.

**CONFIRMATION:**

IT IS HEREBY UNDERSTOOD BY THE UNDERSIGNED THAT UNDER THE PENALTY OF INTENTIONAL MISREPRESENTATION AND/OR PERJURY, I DECLARE THAT I HAVE EXAMINED AND/OR MADE THE APPLICATION AND IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AGREE TO CONSTRUCT SAID IMPROVEMENT(S) OR PERFORM SAID EVENT(S) ACCORDING TO AND WITH ALL PROVISIONS OF THE ORDINANCES OF THE CITY OF NAPERVILLE AND ANY AND ALL COUNTY, STATE AND FEDERAL STATUTES AND/OR CODES. I REALIZE THAT THE INFORMATION THAT I HAVE AFFIRMED HEREON FORMS THE BASIS FOR THE ISSUANCE OF THE RIGHT-OF-WAY PERMIT HEREIN APPLIED FOR AND APPROVAL OF THE PLANS AND SPECIFICATIONS OR EVENT INFORMATION SUBMITTED WITHOUT VARIATION UNLESS PRIOR WRITTEN APPROVAL IS OBTAINED FROM THE CITY ENGINEER IN CONNECTION THEREWITH. APPROVAL SHALL NOT BE CONSTRUED TO PERMIT ANY CONSTRUCTION UPON OR WITHIN SAID RIGHTS-OF-WAY OR USE THEREOF IN VIOLATION OF ANY PROVISION OF ANY ORDINANCE OF THE CITY OF NAPERVILLE OR TO EXCUSE THE OWNER OR HIS/HER SUCCESSORS AND ASSIGNS FROM COMPLYING THEREWITH.

NOTICE: THIS APPLICATION IS NOT A PERMIT AND IN NO WAY AUTHORIZES THE APPLICANT OR CONTRACTOR TO CONSTRUCT/PERFORM ANY WORK OR HOLD AN EVENT WITHIN THE CITY’S RIGHTS-OF-WAY WITHOUT THE ISSUANCE OF A CITY RIGHT-OF-WAY PERMIT.

SIGNATURE OF APPLICANT \_\_\_\_\_

DATE \_\_\_\_\_

***The parties agree that this document may be electronically signed. The parties agree that the electronic signatures appearing on this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.***

# SAMPLE

MAINTENANCE BOND

**KNOW ALL PERSONS BY THESE PRESENTS**, that

We \_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are held  
and firmly bound unto \_\_\_\_\_

as Obligee, in the full sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) for the payment of which sum, well and truly to be made, we bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

**WHEREAS**, the said Principal entered into a contract with \_\_\_\_\_ dated  
\_\_\_\_\_, \_\_\_\_\_ for the work designed as  
\_\_\_\_\_.

**WHEREAS**, said contract provides that the Principal will furnish a bond conditioned to  
guarantee for the period of \_\_\_\_\_ year(s) after approval of the final  
estimate on said job, by the owner, against all defects in workmanship, and materials which may  
become apparent during said period and

**WHEREAS**, when the said contract has been completed, and approved

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if

Within \_\_\_\_\_ year(s) from the date of approval of the said contract, the  
work done under the terms of said contract shall disclose poor workmanship in the execution of  
said work, and the carrying out of the terms of said contract, or it shall appear that defective  
materials were furnished there under, then this obligation shall remain in full force and virtue,  
otherwise this instrument shall be void.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_

**BY** \_\_\_\_\_

**SURETY:** \_\_\_\_\_

\_\_\_\_\_