



**STREET WORK PERMIT**  
**PUBLIC WORKS DEPARTMENT**  
 1000 Laurel Street \* Milton, WA 98354-8852  
 Phone: (253) 922-8738 Fax: (253) 922-3466

For Administrative Use Only Permit Approved  Electric Foreman: _____  ST/W/SWR Foreman: _____
--

Project Name \_\_\_\_\_ Site Address \_\_\_\_\_

Applicant, Contractor or Company \_\_\_\_\_

Mailing Address (City, State & Zip) \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Permission is hereby requested to \_\_\_\_\_

Work will be completed on or before the date of \_\_\_\_\_

Special Provisions: \_\_\_\_\_

1. The holder also agrees to indemnify and hold the City of Milton harmless from any and all loss or damage done to any person or property which may arise from the construction operations covered by this permit, and to protect the public by placing sufficient barricades and lights all by existing ordinances.
2. The holder of this permit agrees to complete the work for which this permit is granted, and to do so by the requirements of Milton Municipal Code, Chapter 12.04 and to the satisfaction of the Public Works Director before final acceptance as required by the provisions of the bond. Trench backfill must have the top 18 inches of gravel unless waived by the Public Works Director.
3. As specified in Milton Municipal Code, Chapter 12.04, and described in the attached Ordinance 1480, a performance bond is required to fully warrant the work for a period of two years. Liability insurance coverage in the form of a Certificate of Insurance showing the City of Milton as additional insured is also required.
4. This permit expires in 20 days unless otherwise noted.
5. All work must be inspected prior to cover or backfilling. Upon completion, the job must have a final inspection acceptable to the Public Works Director.
6. The City shall not guarantee water works information.
7. The permittee hereby agrees to all of the above stipulations.
8. Work requiring road closures shall submit an approved plan prior to issuance.

**\*NOTE: NO WORK SHALL BE CONDUCTED ON SATURDAYS, SUNDAYS OR HOLIDAYS  
 NO WORK SHALL BEGIN BEFORE 8:00 AM OR AFTER 4:30 PM MONDAY THRU FRIDAY  
 Contractor shall notify Public Works Office 24 hours before work begins.**

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_ Public Works Director Signature \_\_\_\_\_ Date \_\_\_\_\_

Project Accepted: _____ (Date)	_____ Public Works Director Signature
Remarks: _____	

FEE: \$50.00 for each street opening up to 100 lineal feet plus \$.20 per foot for each additional lineal foot.  
 Permit # \_\_\_\_\_ Total Due \_\_\_\_\_ CMR# \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_

L. The city will not be responsible for locating and/or exposing city-owned or private utilities, storm drains, or any underground facility, except as provided through requests for coordinated underground utility location services organizations; the city will, however, attempt to the best of its ability to reference, in general, underground facilities. It shall be the sole responsibility of the permittee to use whatever proper precautions are necessary in all excavation with respect to all underground facilities to ensure the prevention of any damage whatsoever, to include the use of hand labor if necessary.

12.04.030 Permit – Fee – Furnishing of restoration specifications.  
The fee will be as required by the latest fee structure ordinance codified in Chapter 13.40. The director of public works shall furnish specifications for street, alley, and roadway restoration to the permittee.

12.04.040 Permit – Issuance – Notice of work completion – Bond forfeiture.  
Such permit shall be issued in duplicate and one copy shall be filed with the clerk and one copy with the director of public works, who shall notify the clerk when the street, alley, or other improvements have been restored to their former condition as requested by this chapter. Immediately upon the completion of the acts or work allowed under such permit, written notice thereof shall given to the city by the permittee.

12.04.050 Inspection authorized – Fee.  
The director of public works may, if in his/her judgement the nature and type of work are such as to require inspection thereof, either during the progress of such work or after the premises affected have been restored to its original condition, or at both said times, inspect the same at the expense of the permittee, and said permittee shall pay an inspection fee of \$30.00 per hour, rounded to the nearest one-half hour.

\* 12.04.060 Performance bond required.  
The applicant for any such permit, the issuance thereof as provided in this chapter, shall execute and deliver unto the city and file with its clerk a performance bond in such amount as shall be fixed by the director of public works, which bond, or any additional bond and/or separate liability insurance coverage elsewhere provided in this chapter shall also provide that the applicant will keep and save the city harmless from any and all claims, liabilities, judgments, loss, damages expenses arising from any acts which said permittee may do under the permit, or which may be done by any of his/her agents, servants representatives or employees in excavation or disturbing any such alley, street, pavement or improvement, or by reason of the violation of any of the provisions of this chapter, and to otherwise fully warrant the work and acts required hereunder for a period of two years.

\* 12.04.070 Liability insurance cover  
The applicant shall furnish satisfactory evidence of liability insurance in the amounts of \$1,000,000, \$2,000,000, and \$1,000,000. The applicant shall obtain

and keep in force during the term of the permit public liability and property damage insurance in companies and in form to be approved by the clerk. Said insurance shall provide coverage to the applicant, any subcontractor performing work provided by the permit and the city. The city shall be named as an additional insured on said policy insofar as the work and obligations performed under the permit are concerned. The coverage so provided shall protect against claims for personal insurance and injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the applicant or the subcontractor, or by anyone directly or indirectly employed by either of them. The minimum policy limits of such insurance shall be as follows: bodily injury liability coverage with limits of not less than \$1,000,000 for bodily injury, including accidental death, to any one person, and subject to that limit for each person, in an amount not less than \$2,000,000 for each accident; and property damage coverage in an amount of not less than \$1,000,000 for each accident.

12.04.080 Permit – Form.

The permit required by this chapter shall be in a form substantially as follows:

Department of Public Works

Milton, Washington

Street Work Permit No. \_\_\_\_\_

As required by Ordinance Date \_\_\_\_\_

Name: \_\_\_\_\_ Address \_\_\_\_\_

(For whom work is being done)

Name: \_\_\_\_\_ Address \_\_\_\_\_

(Contractor)

You are hereby granted permission to \_\_\_\_\_

\_\_\_\_\_  
(Give description, size and purpose of work doing)

Work to be completed on or before \_\_\_\_\_

\_\_\_\_\_  
Special provisions \_\_\_\_\_

\_\_\_\_\_  
The holder of this permit agrees to complete the work for which this permit is granted, and to do so in accordance with the requirements of Milton Municipal Code Chapter 12.04 and to the satisfaction of the director of public works before final acceptance as required by the provisions of his bond. Trench backfill must consist of 5/8 inch crushed gravel unless waived by the director of public works. The holder also agrees to indemnify and hold the city of Milton harmless from any and all loss or damages done to any person or property which may arise from the construction operations covered by this permit, and to protect the public by placing sufficient barricades and lights and signage, all in accordance with existing ordinances, and consistent with the latest edition of the Manual on Uniform Traffic Control Devices. Time of permit expires in 30 days unless otherwise noted.



**SAMPLE**

Sample Surety Company  
PERFORMANCE BOND

**SAMPLE**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, That we \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, hereinafter

referred to as the Principal, and Sample Surety Company, as Surety, are held and firmly bound unto City of Milton of City Hall, 1000 Laure Street, Milton, WA 98354, hereinafter referred

to as the Obligee, in the sum of (\$5000.00 or 1.25x the cost of job, whichever is greater)

Dollars (\$ \_\_\_\_\_), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2002, for \_\_\_\_\_

NOW, THEREFORE, If the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, than this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
(Principal)

By \_\_\_\_\_ (Seal)

Sample Surety Company

(Surety)

By \_\_\_\_\_ (Seal)

Attorney-in-Fact

**SAMPLE**

