



CITY OF MILTON PUBLIC WORKS DEPARTMENT

Bond Number: _____

Street Work Permit Number: _____

**STREET WORK PERMIT
PERFORMANCE BOND**

WHEREAS, _____, hereinafter referred to as “the Principal”, has applied to the City of Milton, hereinafter referred to as “the City”, for permission to cut up, dig up, undermine, break, excavate, tunnel, or disturb a street, alley, street pavement or improvement, or other city-owned property on a site located at _____; and

WHEREAS, the City approved the requested action on _____, 20_____, under Street Work Permit _____; and

WHEREAS, the approval granted by the City requires certain work described in Street Work Permit No. _____ to be completed in accordance with the provisions of the Milton Municipal Code and the City of Milton’s Development Guidelines and Public Works Standards;

NOW, THEREFORE, the undersigned Principal and _____, a corporation authorized to transact surety business in the State of Washington, hereinafter referred to as “the Surety”, agree and bind themselves, their heirs, executors, administrators and assigns, unto the City in the sum of _____ (\$_____), lawful money of the United States, according to the following terms and conditions:

- 1) In the event the Principal shall not have (a) completed all improvements required by the above-referenced conditions, plans, and file within the time period specified or (b) paid all sums owing to contractors, suppliers or others as a result of such work for which a lien against any City property has arisen or may arise, then the Surety shall, within thirty (30) days of demand of the City, either:

A. Remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City, but in no event later than ninety (90) days measured from the City's written demand; or

B. Tender to the City within an additional five (5) business days the amount reasonably necessary, as determined by the City, for the City to remedy the default, up to the total bond amount. Should the City elect this option, then upon completion of the Improvements by the City, the City shall, after acceptance of any warranty maintenance, monitoring, or other applicable permit requirements, return any excess to Surety. Principal hereby grants to the City, its employees, contractors and agents an irrevocable right of access onto and across the property underlying and adjacent to the Improvements for the purpose of constructing and installing the same. This provision shall not be construed as creating an obligation on the part of the City or its representatives.

2) Notwithstanding any other provision of this Performance Bond, if any defect in or failure of any improvement covered by this Bond should result, in the sole determination of the City, in an emergency which necessitates immediate repair or replacement, the notice requirements of this Bond may be dispensed with and the City may repair or replace, or cause to have repaired or replaced, the defective improvement. In such case the Surety shall, upon receipt of an invoice from the City detailing the costs of such repair, replacement, and associated costs, forward the full amount of such invoice to the City within twenty (20) days of receipt.

3) If legal action by the City of Milton is necessary to collect on the bond or otherwise enforce its rights hereunder, Surety shall fully reimburse the City of Milton, in addition to the bond amount, for legal fees and costs necessary to enforce such collection.

4) This Performance Bond shall remain in full force and effect until the obligations secured hereby have been fully performed and formally accepted by the City, and a bond, to warranty all improvements from any defect or defects in any of the material or workmanship entering into any part of the improvements, which shall develop or be discovered for a period of at least two years from acceptance, has been submitted to the City in an amount of not less than ten (10) percent of the cost of the improvements and in a form suitable to the City, and until released in writing by the City at the request of the Surety or the Principal.

6) The City may require Principal to post additional bond funds if the City reasonably determines that a change in conditions or circumstances makes additional security necessary to guarantee performance by Principal.

7) This bond shall be governed by the laws of the State of Washington. The exclusive venue for any litigation between the parties arising out of this bond shall be the Superior Court for _____ County, Washington. Each party formally submits and agrees to the jurisdiction of said court.

SEALED and dated this _____ day of _____, 20_____.

Principal

Signature of Principal

Print or Type Name of Principal

Address

City State Zip

Telephone Number

Surety

Signature of Surety

Print or Type Name of Surety

Address

City State Zip

Telephone Number

Obligee

City of Milton

1000 Laurel Street

Milton, WA 98353

(253) 922-8733

City of Milton Authority Signature

PRINCIPAL

I certify that I know or have satisfactory evidence that _____
(Principal) is the person who appeared before me, and said person acknowledged that he/she signed
this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes
mentioned in this instrument.

DATED: _____

NOTARY PUBLIC, State of Washington,

Print Name: _____

Residing at: _____

My appointment expires: _____

SURETY

I certify that I know or have satisfactory evidence that _____
(Surety) is the person who appeared before me, and said person acknowledged that he/she signed
this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes
mentioned in this instrument.

DATED: _____

NOTARY PUBLIC, State of Washington,

Print Name: _____

Residing at: _____

My appointment expires: _____

