City of Milford
Excavation within Public R-O-W / Street Permit Application

Office Use Only
Permit No._____
Fee Paid:_____
Date Approved:_____

_____ _____ _____ _____
Application Date | Date of Expiration (60 Days) | Est. Start Date | Est. Complete Date

Location of work: _____

Description of work: _____

Work to be done (circle): Water Sewer Storm Sewer Gas Cable Electric Fiber Optic

Purpose of Excavation (circle): New Repair Abandon Connection Other:_____

Materials to be used: _____

Will the street be closed to traffic? Yes___ No___ If "Yes" it shall be in accordance to MUTCD standards

Contractor: _____ Address: _____

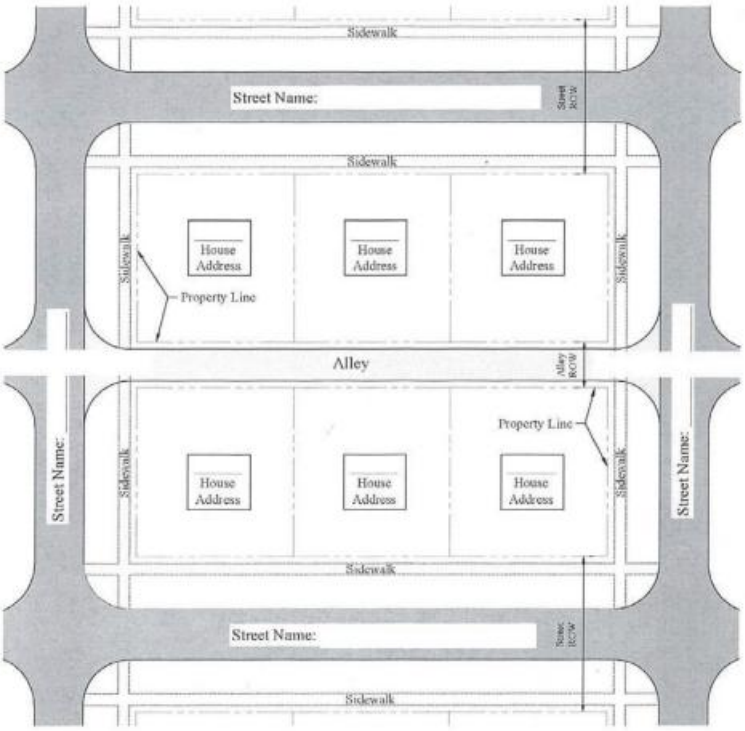
Phone: _____ Email: _____

Person responsible for all necessary grading, backfilling, resurfacing, curb replacement, cleanup, maintenance and communicating with Public Works Director on replacement standards and timeline:

Contact Person: _____ Phone: _____

Property Owner: _____ Phone: _____

LOCATION MAP



Note: Use the above diagram and modify as needed or submit your own diagram to best show the location of your proposed excavation and traffic control.

Contractor Responsibilities:

- Completed Application with the following documentation:
- Drawing of exact location of proposed excavation
- Yearly Performance and Maintenance bond in the sum of $10,000 issued by a surety company.
  Current Bond on File with City: Yes _____ No _____
  If "No" Bond should be sent to the City of Milford, 806 N Ave, Ste #1, Milford, IA 51351
- Yearly Certificate of Insurance: Covering all operations, $1,000,000 each occurrence, each aggregate. Naming City as an additional insured.
  Current Certificate on File with City: Yes _____ No _____
  If "No" Certificate of Liability Insurance should be sent to the City of Milford, 806 N Ave, Ste #1, Milford, IA 51351 or emailed to info@milford.ia.us
- Communicate with the Public Works Director, 712-330-2884
- Contact Iowa One Call
- Finding Property Lines (if applicable)
- Comply with Chapter 134 Right-Of-Way / Street Excavation Management of the City of Milford, Iowa City Code of Ordinances. www.milford.ia.us/city_code_and_ordinances/

*Note: Application will not be processed until all the above documentation is submitted.

The applicant agrees, in consideration of the issuance of this permit, to assume responsibility for and to hold the City harmless in regard to any and all claims of injury or damage arising from the acts or omissions of the applicant or its agents while acting under the authority of this permit. The applicant further agrees to comply with the provisions of Chapter 134 Right-Of Way / Street Excavation Management; Code of the City of Milford, Iowa available on-line at www.milford.ia.us/city_code_and_ordinances/ and the applicant agrees to comply with all other applicable legal requirements.

Signature of Applicant

_____ _____

(I have read and understand Chapter 134 of the Milford Code of Ordinances) Date

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CERTIFICATE OF APPROVAL

On this date _____ I recommend this application be _____ approved _____ denied

Subject to or by reason of the following: _____

_____

_____ _____

Public Works Director or Designee Municipal Utilities Supervisor or Designee

I have inspected and find said excavation to be closed properly:

_____ _____

Public Works Director or Designee Date

SURETY'S BOND NO. _____

PERFORMANCE AND MAINTENANCE BOND
FOR ROW EXCAVATION AND RESTORATION WORK
PERFORMED UNDER RIGHT-OF-WAY PERMIT
(Blanket Bond for All Projects – Contractor)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____as Principal (hereinafter the "Contractor" or "Principal") and _____, as Surety are held and firmly bound unto the City of Milford, Iowa, as Obligee (hereinafter referred to as the "Jurisdiction" or "City"), and to all persons and entities who may be injured by any breach of any of the conditions of this Bond in the penal sum of TEN THOUSAND DOLLARS ($10,000), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representative and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor proposes to obtain excavation permits and excavate in City of Milford street and alley rights-of-way (ROW) on behalf of private persons and entities with whom it contracts to provide such services, and further proposes to perform such excavation and to restore City of Milford ROW disturbed by its excavation activities (such excavation and restoration work hereinafter referred to as "the work") in a good and workmanlike manner, all in conformance with all applicable laws, regulations, specifications, orders, permits and permit conditions, including but not limited to: The Ordinances of the City including but not limited to Chapter 134, the latest edition of the Statewide Urban Design and Specifications; the permit conditions included in any excavation permit under which it works; and orders issued by the City Public Works Director for the City of Milford and the City Engineer with respect to work under any such permit, and proposes to complete all such excavation and restoration work within the permit period specified therefore in the permits issued for such work.

It is expressly understood and agreed by the Contractor and Surety on this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of such laws, regulations, specifications, orders, permits and permit conditions referenced above, for excavation and restoration work undertaken by it pursuant to permit issued by the City of Milford, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required including but not limited to liability for damages/injuries to persons or property. The Contractor shall also be responsible for the default or failure to perform as required by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of such work.

2. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense under permit:

A. To remedy any and all defects in or damages to property of the Jurisdiction, including but not limited to street or sidewalk surfaces, traffic control devices or cabling, telecommunications devices or cabling, sewers, water lines, or street trees or plantings, that may develop in or result from ROW excavation or restoration work to be performed pursuant to a ROW permit issued by the City of Milford within the period of two (2) years from the date such work is completed, by reason of defects in workmanship or materials or inappropriate construction methods or operations used in the construction of said work;

B. To keep all work in continuous good repair; and

C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects and damages are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect or damage as required by this section. Contractor's and Surety's agreement herein made extends to defects in workmanship or materials and damage to property of the Jurisdiction not discovered or known to the Jurisdiction at the time such work was completed.

3. GENERAL: Every Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to the following provisions:

A. To consent without notice to any extension of time for completion of the work under permit;

B. To consent without notice that this Bond shall remain in full force and effect until the work is completed, whether completed within the period specified in the permit or within an extension thereof.

The Contractor and every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

C. That no provision of this Bond or of any other contract shall be valid which limits to less than two years after the completion of the work under permit the right to sue on this Bond.

D. That Surety and Contractor agree that no provision of this bond shall limit the City's right to sue/bring legal action under this Bond.

E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended that the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required by applicable laws, regulations, specifications, orders, permits and permit conditions, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the work been performed in the first instance as required.

In the event the jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Dickinson County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the requirements and obligations of the Principal, as set forth and provided in all applicable laws, regulations, specifications, orders, permits and permit conditions, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond; second, if not defined in the Bond, it shall be interpreted or construed as defined in Chapter 134 of the City Ordinance (Right-of-way/Street Excavation Management) as it currently exists or as amended, third, if not defined in the Ordinance, the latest edition of the Statewide Urban Design and Specifications; fourth, if not defined in the latest edition of the Statewide Urban Design and Specifications, it shall be interpreted or construed as defined in the Iowa Code; fifth, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and sixth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

Witness our hands, in quadruplicate, this _____ day of _____, 20___.

PRINCIPAL:

_____

By _____
Signature

_____
Title

FORM APPROVED BY:

_____
Attorney for Jurisdiction

SURETY:

_____
Surety Company

_____
Signature Attorney-in-Fact/Officer

_____
Name of Attorney-in-Fact/Officer

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

NOTE:

1. All signatures on this performance, maintenance & payment bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate of Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond