

RICHARD GRAHAM  
PUBLIC SERVICE DIRECTOR

**SALT LAKE CITY CORPORATION**  
DEPARTMENT OF PUBLIC SERVICES  
ENGINEERING DIVISION

RALPH BECKER  
MAYOR

Dear Sir or Madam:

Upon review of your file with Salt Lake City Corp., we find you have the following documents missing:

**Permit Bond:**

SLC Ordinances 14.32.070 & 14.32.075 the bond requirement to \$15,000. Please contact your bond/insurance company and have them complete the enclosed Salt Lake City Corp.'s bond form. Salt Lake City requires the use of their bond form and the bond needs to be a **continuous bond** until cancelled. It will cover any excavation work you do in Salt Lake City for a permit's warranty period of three years. **Bond's purpose:** cover the permit's 3-year warranty period should the work fail and the company cannot repair.

**Contractor's State License:**

Please make sure we have a copy of your Contractor license on file.

**Insurance:**

Please see the attached requirements for the Insurance needs. **All** (1-6 on page 2 if required) of the requirements must be met for the Insurance Certificate to be accepted.

***If your insurance company is unable to comply with the requirements listed on the attachment. Please have your agent check with another carrier that may be willing to meet the terms of the ordinance.***

Please have your agent send the paperwork to:

Salt Lake City Corporation  
Engineering Division  
Attn: Permits Department  
349 South 200 East, Suite 100  
P. O. Box 145506  
Salt Lake City, UT 84111-5506

We appreciate your prompt attention to this matter. If you have any questions, feel free to call: Craig Smith at (801)535-7995 or cell (801)381-4653 *or* George Ott at (801)535-6396 or cell (801)870-3613, plus the fax number (801) 535-6093.

Enclosure  
cc: Contractor, file

349 SOUTH 200 EAST, SUITE 100, SALT LAKE CITY, UTAH 84111-2836  
MAILING ADDRESS: P.O. BOX 145506, SALT LAKE CITY, UTAH 84114-5506  
TELEPHONE: 801-535-7961 FAX: 801-535-6093

WWW.SLCCOV.COM



**CERTIFICATE OF INSURANCE CHECKLIST**

Attached is a sample copy of a Certificate of Insurance with (6) required modifications as in Example "A".

We suggest that you get this instruction sheet and the attached certificate to your insurance agent, as soon as possible, so that he/she may issue an acceptable Certificate of Insurance. Please be advised that the City has changed its insurance requirements. The new amounts are entered in below as of 6/24/2008. **The City may require higher amounts of insurance coverage for particular projects.**

In accordance with Chapter 14.32.065 of Salt Lake City Code the following information must be included on the Certificate of Insurance:

1. **Workers' Compensation Insurance and Employers' Liability Insurance** providing statutory benefits.
2. **Commercial General Liability Insurance** with the City as additional insured in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.
3. **Commercial Automobile Liability Insurance** that provides coverage for owned, hired and non-owned automobiles, in the minimum amount of a combined single limit of 1,000,000 per occurrence or 500,000 liability per person, 1,000,000 liability per occurrence and 250,000 property damage.
4. **Salt Lake City Corporation must be named as an additional insured on Commercial General liability insurance. NOTE: NAMING SALT LAKE CITY CORPORATION AS THE "CERTIFICATE HOLDER" ONLY IS NOT ACCEPTABLE.**
5. **CANCELLATION PARAGRAPH:**  
There must be a 30-day written notice to the City prior to cancellation or reduction of coverage. Required by State law (Utah Code 31A-21-303 and City Code 3.24.020).  
**Note:** In lieu of editing this paragraph of the Certificate, you may attach to the Certificate the additional insured endorsement, which shall indicate that Salt Lake City will receive 30 days notice of cancellation or reduction of coverage.
6. The certificate must bear the original signature of an authorized agent.

**IF THESE PROVISIONS ARE NOT INCLUDED ON THE CERTIFICATE FROM YOUR INSURANCE AGENT, THE CERTIFICATE CANNOT BE APPROVED BY THE ATTORNEY'S OFFICE.**

**Note: We will not issue permits to individuals with incorrect documentation.**

The insurance company must be Licensed to do insurance business in Utah, and must be (1) listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570) (as amended) or (2) rated at least "A-" in the latest A.M. Best Co., Inc.'s Best Insurance Report.

If you, or your insurance agent, have any questions concerning these issues, please contact: **George Ott (801)535-6396**, and fax **(801)535-6093**.

Please return your completed certificate to:

Salt Lake City Corporation  
Engineering Division  
Attn: Permits Department  
349 South 200 East, Suite 100  
P. O. Box 145506  
Salt Lake City, UT 84111-5506

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349 SOUTH 200 EAST, SUITE 100, SALT LAKE CITY, UTAH 84111-2836  
MAILING ADDRESS: P.O. BOX 145506, SALT LAKE CITY, UTAH 84114-5506  
TELEPHONE: 801-535-7961 FAX: 801-535-6093

WWW.SLCOGOV.COM



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**PRODUCER**  
 Bond & Insurance Company  
 Address  
 City, State Zip  
 Agent Name, Phone & Fax Numbers

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
 Right of Way Company  
 Address  
 City, State Zip

INSURER A:  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

Example

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Salt Lake City Corporation is named as an additional insured.

**CERTIFICATE HOLDER**

Salt Lake City Corporation  
 349 South 200 East, Suite 100  
 Salt Lake City, Utah 84111  
 Ph 535-6103 / Fax 535-6093

**ADDITIONAL INSURED; INSURER LETTER:**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE \* Original Signature Please \*

**EXCAVATION PERMIT PERFORMANCE BOND**

**PERMITTEE**

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

Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

**SURETY**

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

Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

**BOND AMOUNT:**

\$15,000

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

**CITY**

Salt Lake City Corporation  
Engineering Division  
Attn: Permits Department  
349 South 200 East, Suite 100  
P. O. Box 145506  
Salt Lake City, UT 84111-5506

1. Surety, as surety, and Permittee, as principal, do hereby jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to City, as obligee, for the performance of each of Permittee's obligations under each and every Permit to work in the public way issued to Permittee by the City Engineer (each a "Permit"), and each obligation under Section 14.32.070 & 14.32.075 of the Salt Lake City Code (each obligation under a Permit or the Salt Lake City Code being referred to herein as a "Performance Obligation"). If Permittee performs each Performance Obligation, Surety and Permittee shall have no obligation under this Bond; otherwise this Bond shall remain in full force and effect.

2. Notice to Surety, City or Permittee shall be sent by certified mail, facsimile, or hand delivery to the address shown on this Bond. Notices shall be effective on the date on which such notice was sent. Notice may be sent by facsimile. Facsimile notice shall be effective on the date of transmission provided that a confirmation establishing the successful transmission of the notice is sent by first-class mail, postage prepaid, along with a copy of the notice transmitted, no later than twenty-four (24) hours after the facsimile notice is transmitted. If any notice requires a period of less than seven (7) days for response, the notice shall be sent by facsimile. If the time for response to any notice expires on a Saturday, Sunday or a legal holiday in the State of Utah, the time shall be extended to the next business day.

3. If Permittee fails to perform a Performance Obligation, and such failure to perform has not been waived by City, City may notify Permittee and Surety, at their addresses described above, that Permittee is in default and may formally terminate Permittee's right to perform the Performance Obligation.

4. Upon termination pursuant to Section 3, Surety shall promptly and at Surety's expense exercise one of the following options: (a) Surety may undertake to perform the Performance Obligation itself, through its agents or through independent contractors, or (b) Surety may determine the amount, not to exceed the total amount of this Bond specified above, for which Surety believes it may be liable to pay, and tender payment therefor to City. City has sole discretion to accept payment.

5. City may declare Surety to be in default pursuant to the following procedures: (a) City shall issue an additional written notice to Surety, after declaring Permittee in default as provided in Section 3, demanding that Surety perform its obligations under this Bond; and (b) Surety shall respond to City within 15 days after receipt of City's additional notice, either denying the claim or accepting liability and exercising its options under Section 4. If City declines to accept the payment tendered by Surety pursuant to Section 4(b), or if Surety fails to proceed pursuant to Section 4 with reasonable promptness, or if Surety has denied the claim in whole or in part, City, without further notice, may pursue any remedies available to City.

6. After City has terminated Permittee's right to perform the Performance Obligation, and if Surety elects to perform the Performance Obligation as provided in Section 4, then the responsibilities of Surety to City shall not be greater than those of Permittee under the Permit, and the responsibilities of City to Surety shall not be greater than those of City under the Permit. To the limit of the amount of this Bond, Surety is obligated, without duplication, for: (a) the responsibilities of Permittee for performance of the Performance Obligation; and (b) any additional legal, design professional and delay costs resulting from Permittee's default, and resulting from the actions or failure to act of Surety under Section 4.

7. Surety shall not be liable for obligations of Permittee that are unrelated to the Performance Obligations. No right of action shall accrue on this Bond to any person or entity other than City or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change to the Permit.

9. This Bond is and shall be deemed "continuous" and shall apply to all Permits issued to Permittee by the City Engineer from time to time. Surety understands and agrees that one or more Permits may be outstanding for one or more active projects at the same time. This Bond shall be deemed to secure Permittee's Obligation under each and every outstanding Permit, and with respect to all active projects, in the full amount stated above, the same as if a new bond were executed for each and every separate Permit. The number of Permits covered by this Bond, or the aggregate liability of the Surety, shall not be limited, except as provided in Exhibit A attached hereto.

10. Surety shall have the right to withdraw as surety and terminate this Bond, and may do so upon giving thirty (30) days prior written notice of such withdrawal to Principal and City, and this Bond and Surety's obligations hereunder shall terminate thirty (30) days after receipt of such written notice by City; provided, however, that Surety's obligations hereunder will continue in full force and effect, notwithstanding such notice and termination, with respect to all projects which were commenced prior to such termination, and the Permits issued in connection therewith, and for the three year period provided for in Section 14.32.070 & 14.32.075 of the Salt Lake City Code.

11. Any suit or action commenced by City under this Bond shall be in a court of competent jurisdiction in Salt Lake City, Utah. Any suit or action by City under this Bond must be instituted, if at all, within three (3) years after City's approval of the work referred to in the Permit.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PERMITTEE:

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

SURETY:

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

G:\Bonds - Surety\Excavation Permit Performance bond.doc



SINGLE ACKNOWLEDGEMENT

STATE OF UTAH    )  
                                  : ss.  
County of Salt Lake)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me  
\_\_\_\_\_, the signer of the foregoing instrument, who duly acknowledged to me  
that he/she executed the same.

\_\_\_\_\_  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

My Commission Expires:

\_\_\_\_\_

SURETY'S ACKNOWLEDGEMENT

STATE OF UTAH    )  
                                  : ss.  
County of Salt Lake )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me  
\_\_\_\_\_, who being by me duly sworn did say that he is the authorized Surety  
and acknowledged to me that this document was signed voluntarily for its stated purpose.

\_\_\_\_\_  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

My Commission Expires:

\_\_\_\_\_



**EXHIBIT A**

[Here set forth any applicable limitation on number of Permits,  
or maximum aggregate liability, covered by this Bond.]