

WORK IN THE PUBLIC WAY 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 84114-5506

1. Surety, as surety, and Permittee, as principal, 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 (each a “Permit”) issued to Permittee by the City Engineer and each obligation described in Sections 14.32.070 and 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 registered or certified mail, postage prepaid, by facsimile, by hand delivery, or by overnight delivery service for which a delivery receipt is required, 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 in writing, City may notify Permittee and Surety, at their respective 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 therefore to City. City has sole discretion to accept payment.

5. City may declare Surety to be in default pursuant to the following procedures: (a) after declaring Permittee to be in default as provided in Section 3, City shall issue an additional written notice to Surety, 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 denies 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 to City 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 obligations under each and every outstanding Permit, and with respect to all active projects, the same as if a new bond were executed for each and every separate Permit. However, Surety's liability under this bond shall not, despite the existence of multiple permits to Permittee, exceed the full amount stated above. The number of Permits covered by this Bond shall not be limited.

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 Permittee 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 shall continue in full force and effect, notwithstanding such notice and termination, with respect to all projects that were commenced before such termination and the Permits issued in connection therewith, and for the three year period provided for in Section 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 _____

Surety Solutions, LLC

Exhibit A

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

Surety Solutions, LLC