

**PERFORMANCE BOND**  
**LATERAL**

KNOW ALL MEN BY THESE PRESENTS:

THAT we, \_\_\_\_\_

Name

Address

Phone Number

as contractor and Principal, and \_\_\_\_\_

name of insurance company

as Surety, being duly authorized

Address

to transact business in Salt Lake County, State of Utah, are held firmly bound to Salt Lake City Suburban Sanitary District No. 1, Salt Lake County, State of Utah, as the work may require as obligee, in the full sum of **THREE THOUSAND DOLLARS (\$3,000.00)** for payment of which, well and truly to be made, we bind ourselves, our heirs, our personal representatives, administrators, successors and assigns, jointly and severally by these presents

SIGNED, SEALED and DATED this \_\_\_\_\_ day of \_\_\_\_\_.

WHEREAS, the above bounden Principal has or is about to obtain a contract for excavating and installing certain underground sewer drainage lines within said District and possible streets of Salt Lake County or of the State of Utah, for Salt Lake City Suburban Sanitary district No. 1, and

WHEREAS, the Principal is required by regulation to file a bond with Salt Lake City Suburban Sanitary District No. 1 and with Salt Lake County Highway Department, Utah State Roads Department, guaranteeing that all excavation work within such roadway shall be performed in a good workmanship manner in accordance with the rules and regulations of Salt Lake County, State of Utah, and of Salt Lake City Suburban Sanitary District No. 1; and shall be restored in accordance with standards required of the organization or organizations involved.

NOW THEREFORE, the condition of this obligation is such that the Principal shall after the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ indemnify Salt Lake City Suburban Sanitary District No. 1 against any and all loss, costs, expenses or damage caused by the said Principals failing to comply with the standards and requirements of Salt Lake County of the State of Utah, and of Salt Lake City Suburban Sanitary District No. 1 under the laws and regulations of each organization involved in such excavation work, permit or agreement.

THE WORK of the contractor shall carry a guarantee for a period of one (1) year after the completion of the construction provided herein.

IT IS also understood and agreed that Surety may cancel this bond by written notice served by mail upon the Salt Lake City Suburban Sanitary District No. 1 specifying the effective date of said cancellation, which in no event shall be earlier than Thirty (30) days after the date borne by Surety's registry receipt. As Surety we understand that if the above mentioned Contractor is in the process of completing work within said District that cancellation of said bond can be denied by the District. **(THE DISTRICT DOES NOT CONSIDER THIS A CONTINUOUS BOND, A CONTINUATION CERTIFICATE MUST BE PROVIDED TO THE DISTRICT EACH YEAR.)**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the day and year first above written.

Principal Seal

Surety Seal

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF UTAH            )  
                                      :  
COUNTY OF SALT LAKE    )

\_\_\_\_\_, being first duly sworn on oath  
deposes and says: That he is attorney-in-fact of \_\_\_\_\_  
\_\_\_\_\_, the Surety on the foregoing bond, and that he is authorized to execute the  
same, and has complied in all respects with the laws of Utah in reference to being sole surety upon bonds,  
undertakings and obligation.

\_\_\_\_\_  
signed

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY