



DEPARTMENT of COMMUNITY AND NEIGHBORHOODS

ERIN MENDENHALL  
MAYOR

MARK STEPHENS, P.E.  
CITY ENGINEER

## Bond and Insurance Requirements for Public Way Permits

The following documents are required to be filed with Salt Lake City Corporation in order to obtain an Engineering Division Public Way Permit:

### Permit Bond:

- SLC Ordinance 14.32.070 requires a bond set at \$15,000. Please contact your bond / insurance company and have them complete the enclosed Salt Lake City Corp. bond form. Salt Lake City requires the use of its bond form. The bond is written to be a continuous bond, open until cancelled, unless limited to one address or one permit, which may be stated on the Page 4, "Exhibit A". It will cover any excavation or construction work performed in Salt Lake City's public right-of-way for the permit's warranty period of three years, measured from the date of work acceptance by the City's Engineering Inspector.

### Contractor State License:

- Please provide your contractor state license number or a copy of your license so we may locate the company file.

### Insurance:

- Please see the summary of insurance requirements. All **eight checklist items** must be satisfied for the 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.

### Certificate Holder:

Salt Lake City Corporation  
Engineering Division Attn: Permits  
349 South 200 East, Suite 100  
P.O. BOX 145506  
Salt Lake City, UT 84114-5506  
engineering.permits@slc.gov

We appreciate your prompt attention to this matter. If you have any questions, contact us at 801-535-6203 or [engineering.permits@slc.gov](mailto:engineering.permits@slc.gov).



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## Eight Checklist Items

### Public Way Permits Summary of Insurance Requirements

**1. Commercial General Liability Insurance**

- a. \$1,000,000 per occurrence
- b. \$2,000,000 general aggregate
- c. \$2,000,000 products-completed operations aggregate
- d. Coverage for explosion, collapse, and underground perils (XCU).
- e. Coverage must apply on a primary and non-contributory basis.

**2. Automobile Liability Insurance**

- a. \$1,000,000 combined single limit OR
- b. \$750,000 bodily injury and \$250,000 property damage
- c. Insurance providing coverage for owned, non-owned and hired vehicles, as applicable.

**3. Workers' Compensation and Employer's Liability**

- a. Statutory benefits

**4. Additional Insured Endorsement naming Salt Lake City Corporation**

- a. Endorsement on ISO form CG 20 12 or equivalent that is applicable to Permits issued by a State or Political Subdivision (see examples that follow).
- b. Salt Lake City Corporation must be named on Scheduled coverage.

**5. Notice of Cancellation**

- a. All insurance policies required for issuance of a permit shall give Salt Lake City Corporation 30-days' notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

**6. Certificate Holder**

- a. Salt Lake City Corporation  
Engineering Division Attn: Permits  
349 South 200 East, Suite 100  
P.O. BOX 145506  
Salt Lake City, UT 84114-5506

**7. Companies Affording Coverage**

- a. Currently licensed by the Utah Insurance Commissioner to do business in Utah ([www.insurance.utah.gov](http://www.insurance.utah.gov))
- b. Rated A- or better by A.M. Best Company ([www.ambest.com](http://www.ambest.com))

**8. Claims Made Coverage**

- a. If any required insurance is provided under a claims-made form, coverage must be maintained continuously throughout the term of the permit, and without lapse, for a period of three (3) years beyond the expiration of the permit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

Salt Lake City Corporation  
Engineering Division  
Attn: Permits  
349 South 200 East, Suite 100  
P O Box 145506  
Salt Lake City, UT 84114-5506

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# WORK IN THE PUBLIC WAY PERMIT PERFORMANCE BOND

**PERMITTEE**

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

Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

**BOND AMOUNT:**

\$15,000  
Bond Number: \_\_\_\_\_

**SURETY**

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

Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Facsimile 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 \_\_\_\_\_

**Exhibit A**

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