

Bond No.: _____

EXCAVATION BOND

To Cover Excavations on Property and Highways
Belonging to Salt Lake County

KNOW ALL MEN BY THESE PRESENTS:

THAT, we, _____, as Principal,
and _____, as Surety, are jointly and severally
held firmly bound unto Salt Lake County, State of Utah, in the sum of \$ 10,000.00 , lawful
money of the United States for which payment well and duly to be made, we and each of us bind
ourselves and each of our successors and assigns jointly and severally by these presents.

Signed and Sealed this _____ day of _____, 20_____.

IN WITNESS WHEREOF, Principal has signed this bond and said Surety has caused
these presents to be signed by its duly authorized officer and its corporate seal to be affixed
hereto. The conditions of this obligation are such that:

WHEREAS, Principal has or is about to obtain from the Obligee, a permit(s) for making
excavations in connection with underground utilities or waterways within the streets, highways
or other property of Salt Lake County; and

WHEREAS, Principal is required by ordinance to file with the Salt Lake County Public
Works Department a bond acceptable to the City guaranteeing that all excavation work in streets,
highways or other property of Salt Lake County shall be restored in accordance with the
specifications of Salt Lake County.

NOW, THEREFORE, the condition of this obligation is such that, on and after the _____ day of _____, 20_____, Principal shall in all respects comply with all applicable terms, conditions, provisions, requirements, and specifications of Salt Lake County's Code, Design Standards, and Standard Specifications and the terms and conditions upon which said excavation permit is approved, and which terms and conditions will be incorporated by reference in said excavation permit(s) when issued, and shall fully perform his, their or its obligations in completing the work for which said permit was issued, and shall well and truly and in a manner satisfactory to Salt Lake County, complete the work described in said approved permit(s), and shall save harmless and indemnify Salt Lake County against all loss, costs, expenses or damage to it caused by said Principal's noncompliance with or breach of any law, statute, ordinance, rules, regulations or requirements pertaining to such permit(s) and in particular shall restore all excavations made within the streets, highways or other property of Salt Lake County in accordance with the specifications of the Public Works Department and shall guarantee restoration of the work site, normal wear and tear excepted, for a period of three (3) years from the date of restoration for all excavations made by Principal under such permit(s), then this obligation shall be void and of no effect.

This obligation shall remain in full force and effect and this bond shall be deemed continuous in form and shall remain in force and effect for all excavations in streets, highways or other property of Salt Lake County made by Principal pursuant to future permits approved by Salt Lake County unless terminated or cancelled in the manner hereafter provided. The Surety herein reserves the right to withdraw as such surety except as to any liability already incurred hereunder or as to any future liability which may incur from work pursuant to a permit already

issued at the time of withdrawal. Surety may withdraw upon the giving of thirty (30) days written notice of withdrawal to the Principal and to the Salt Lake County Public Works Director.

IN WITNESS WHEREOF, said Principal has signed these presents and said Surety has caused these presents to be signed by its duly authorized officers and its corporate seal to be affixed hereto the day and year first hereinabove set forth.

PRINCIPAL:

By: _____

Name: _____

Title: _____

Mailing Address & Phone:

SURETY:

By: _____

Name: _____

Title: _____

Mailing Address & Phone:

STATE OF UTAH)
PRINCIPAL IS AN:

COMPLETE IF

: ss.

INDIVIDUAL
County of Salt Lake)

On this _____ day of _____, 20_____, personally appeared before me _____, the signer(s) of the foregoing instrument, who duly acknowledged to me that s/he (they) executed the same.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

My Commission Expires:

STATE OF UTAH)
PRINCIPAL IS A:

COMPLETE IF

: ss.

CORPORATION
County of Salt Lake)

On this _____ day of _____, 20_____, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a _____ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and s/he acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

My Commission Expires:

STATE OF UTAH)
PRINCIPAL IS A:

COMPLETE IF

: ss.

PARTNERSHIP)
County of Salt Lake

On this _____ day of _____, 20_____, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a partnership, and that the foregoing instrument was signed in behalf of said partnership and that said partnership executed the same.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

My Commission Expires:
