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Sioux Falls, SD 57117-7402
T: 605-367-8600 F: 367-8114

Engineering/Real Estate
224 West Ninth Street
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Environmental
1017 East Chambers Street
Sioux Falls, SD 57104-7200
T: 605-367-8276 F: 367-4886

Fleet Management
1000 East Chambers Street
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GIS
132 North Dakota Avenue
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T: 605-367-8651 F: 367-8113

Landfill
224 West Ninth Street
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T: 605-367-8162 F: 367-8167

Light
2000 North Minnesota Avenue
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Sioux Falls, SD 57117-7402
T: 605-373-6979 F: 373-6974

Street
1000 East Chambers Street
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Sioux Falls, SD 57117-7402
T: 605-367-8255 F: 367-8200

Utility Billing
1201 North Western Avenue
P.O. Box 7401
Sioux Falls, SD 57117-7401
T: 605-367-8131 F: 367-7341

Water Maintenance
668 West Algonquin Street
P.O. Box 7402
Sioux Falls, SD 57117-7402
T: 605-367-8810 F: 367-7883

Water Purification
2100 North Minnesota Avenue
P.O. Box 7402
Sioux Falls, SD 57117-7402
T: 605-373-6940 F: 373-6941

Water Reclamation
4500 North Sycamore Avenue
Sioux Falls, SD 57104-9612
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June 1, 2016

Dear Right-of-Way Contractor,

Construction season is in full gear! City ordinances require that anyone performing work in a City right-of-way to obtain permits from Public Works Engineering. As a reminder of the insurance and bond requirements for **Right-of-Way Permits for 2016**, the City has included a checklist for you to complete prior to sending in to issue of your right-of-way permits.

- Check the Expiration Date of your Liability Insurance.** You will need to file with the City a current Certificate of Insurance for commercial general liability insurance, automobile liability insurance and worker's compensation insurance. The limits required for each type of insurance is the same as last year.
 - **Worker's Compensation Exemption.** If you are a sole proprietor and are the only employee, you may claim an exemption from worker's compensation insurance coverage. Please provide an original, signed and dated statement to the City stating your company is not an employer.
- Start Early Obtaining your Surety Bond.** The City has new bond requirements which will necessitate a new bond to be issued with the updated language. Please take a copy of this letter to the bond company or your agent when you purchase the new bond. If they have any questions, they may contact the Public Works Legal Advisor, Diane Best, at (605) 367-8880.
- Have Original Bond Notarized.** Please date and sign the original bond in front of a notary prior to submitting it to the City. The date of the two signatures must be the same. It is not legal to sign a document and have it notarized later. The notary must witness the execution of the document.
- Consistent use of the Company Name.** On all forms, bonds, and insurance documents, please use the same company name. Examples:
 - If an individual or sole proprietorship – *John Doe*
 - If a partnership registered with the Secretary of State - *Doe Partners, LLP*
 - If a corporation registered with the Secretary of State - *Doe Construction, Inc. or Doe Construction, LLC*
 - If a company not registered with the Secretary of State - *John Doe d/b/a Doe Company*
- Reminder:** State law requires partnerships and sole proprietorships that use fictitious names to register their businesses with the county Register of Deeds Office and foreign businesses, limited partnerships, limited liability companies and corporations must register with the South Dakota Secretary of State's Office.
- Questions?** If in doubt about the type of bond(s) required, please see the back of this letter for further explanation.

Sincerely,



Chad Huwe, P.E.
City Engineer

City of Sioux Falls Right-of-Way Bonds

1. Contractor's Bond for Work Performed in Right-of-Ways

Annual contractor's bond for grading, paving, curb cuts, installing barricades, storing construction materials, installing sidewalks, and installing/repairing sewer, water, telephone, electric, or gas lines. The bond **MUST** state:

Under Sioux Falls City Ordinance §96.030: if the Principal shall faithfully perform the contract(s) in City's right-of-ways, pay all permit and other associated City fees, promptly pay all persons supplying the contractor with labor or material in the prosecution of the work provided for under the permit, and replace any defective work within a period of three (3) years from the time of completion of the project which in the opinion of the City was not installed in accordance with the required specifications.

2. Sump Pump Installer Work on Private or Public Property

Annual bond for sump pump installation. This bond can be a separate bond or a rider to the bond described above. The bond or rider **MUST** specifically state:

If the Principal shall faithfully perform the contract(s) for sump pump work, pay all permit and other associated City fees, promptly pay all persons supplying the contractor with labor or material in the prosecution of the work provided for under the permit, and replace any defective work within a period of three years from the time of completion of the project which in the opinion of the City was not installed in accordance with the required specifications.

3. Project Specific Bond for Facilities/Utilities Work in Right-of-Ways

This bond applies to those that maintain facilities in the right-of-ways like utilities repair crews, sign companies and the like. A bond is necessary for installation and repair or removal of poles, signs, and facilities, other than landscaping, in right-of-ways as well as excavation in right-of-ways. The bond **MUST** state:

Under City Ordinance §96.241: if the Principal shall: (i) faithfully perform the work under the permit and in all things comply with the ordinances, rules and regulations of the City of Sioux Falls, and any amendments thereto, including the restoration of the right-of-way to its condition prior to commencement of work under the permit; (ii) indemnify the City against any expenditure, damage or loss occasioned by the Principal's violation of the Code or failure to comply with all rules, regulations, orders, permits and other directives of the City issued pursuant to the Code; (iii) pay all compensation due to the City, including permit fees; (iv) pay the premiums for the required liability insurance policies; (v) reimburse the City of any amounts for which the Principal is liable that are not paid by its insurance; and (vi) pay any other amounts which may become due to the City pursuant to law.

It is hereby understood and agreed that this bond may not be canceled or nonrenewed by the Surety, nor shall the intention to cancel or nonrenew be stated by the Surety until thirty (30) days after completion of construction of the facilities and, notwithstanding the foregoing, shall in no case be canceled or nonrenewed by the Surety.