

**SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY
SANFORD UNDERGROUND RESEARCH FACILITY
LEAD, SOUTH DAKOTA**

**ACCESS CONTROL SYSTEM
PHASE 1 - CRITICAL SURFACE LOCATIONS
SDSTA CONTRACT #2021-22**

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

(Contractor)

hereinafter called "Principal," and

(Surety)

a corporation, organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of South Dakota, hereinafter called "Surety," are held and firmly bound unto the South Dakota Science and Technology Authority, hereinafter called "Obligee," in the just and full sum of _____ Dollars (\$_____) lawful money of the United States of America to be paid to the State of South Dakota, which payment to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, Principal has entered into a Construction Contract with Obligee, dated the ____ day of _____, 2021, for the:

PROJECT NAME: Access Control System: Phase 1 - Critical Surface Locations

PROJECT LOCATION: Sanford Underground Research Facility
Lead, South Dakota

SDSTA Contract #: 2021-22

which Construction Contract is herein referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein; and

WHEREAS, it was one of the conditions of the award by Obligee of the Construction Contract entered into that these presents should be executed.

PROVIDED, FURTHER, that the Surety, for consideration received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, to work to be performed

thereunder or to the specifications accompanying the Construction Contract shall in any manner affect its obligation on this bond. The Surety hereby does waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement for Construction, to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal in all respects complies with the terms and conditions of the Construction Contract and Principal's obligations thereunder, including specifications therein referred to and made a part thereof and any alteration made in such specifications as herein or therein provided, then this obligation is void, but otherwise remains in full force and effect.

A further condition of this bond is that in the event the Principal fails to pay all just claims and demands on the part of any employee, person, firm or corporation for labor and materials furnished for or used in connection with the prosecution of the work under the Construction Agreement, or fails to pay any tax which may accrue to the State of South Dakota under the provisions of the "Use Tax Act of 1939 and The Excise Tax on Realty Improvements under SDCL 10-46A," and Sections 5-21-3 and 5-21-4 of the South Dakota Codified Laws, this bond and the sureties thereon shall be responsible to such person, firm or corporation and to the State of South Dakota for the full payment of the value of such labor and materials so furnished, including payment of South Dakota use taxes and excise taxes on realty improvements.

SIGNED AND SEALED THIS _____ DAY OF _____, 2021.

INDIVIDUAL PRINCIPAL

By _____ Typed Name _____
(Affix Seal if available)

PARTNERSHIP OR CORPORATE PRINCIPAL

By _____ Typed Name _____
Title _____

Business Name and Address: _____

(Affix Corporate Seal if available)

INDIVIDUAL, PARTNERSHIP OR CORPORATE SURETY

By _____ Typed Name _____
Title _____

Business Name and Address: _____

(Affix Corporate Seal if available)

**ACKNOWLEDGMENT OF PRINCIPAL
(Corporation)**

State of _____)ss
County of _____)

On this _____ day of _____, 2021, before me personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a corporation, and that he/she, as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____.

Notary Public
Commission Expires: _____
(seal)

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

State of _____)
County of _____)ss

On this _____ day of _____, 2021, before me, a Notary Public in and for said County, personally appeared _____, personally known to me, who being by me duly sworn, did say that he/she aforesaid officer of the _____ of _____, a corporation duly organized and existing under the laws of the State of _____, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledges that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed by official seal at _____, the day and year last above written.

Notary Public
Commission Expires: _____
(seal)

ACKNOWLEDGMENT OF SURETY (Attorney-In-Fact)

State of _____)ss
County of _____)

On this _____ day of _____, 2021, before me personally appeared _____, known to me or satisfactorily proven to the person whose name is subscribed as attorney in fact for _____ and acknowledged that he/she executed the same as the act of his/her principal for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto subscribed my name and affixed my official seal at _____, the day and year last above written.

Notary Public
Commission Expires: _____
(seal)