

**SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY
SANFORD UNDERGROUND RESEARCH FACILITY
(SURF) AT HOMESTAKE**

**INSTALLATION OF POTABLE & INDUSTRIAL WATER LINES AT ROSS
COMPLEX**

Contract #2020-10

EXHIBIT H

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 Obligee, 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 an Agreement for Construction with Obligee, dated _____, 20 _____, for the:

PROJECT NAME:

PROJECT LOCATION: Sanford Underground Research Facility at Homestake
Lead, South Dakota

Contract #:

which Agreement for Construction 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 Agreement for Construction 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 Agreement for Construction, to work to be performed thereunder or to the specifications accompanying the Agreement for Construction 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 Agreement for Construction 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 Agreement for Construction, this bond and the sureties thereon shall be responsible to such person, firm or corporation and to the Obligee 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 _____, 20 _____.

PARTNERSHIP OR CORPORATE PRINCIPAL

By _____

Typed Name

Title _____

Business Name

(Affix corporate seal if available)

Address

INDIVIDUAL, PARTNERSHIP OR CORPORATE SURETY

By _____

Typed Name

Title _____

Business Name

(Affix corporate seal if available)

Address

Countersigned by _____

Typed Name

South Dakota Resident Agent

Business Name

Address

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____))ss
County of _____)

On this _____ day of _____, 20____, before me personally appeared _____, who acknowledged him/her self to be one of the partners of _____, a partnership, and that he/she, as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by him/her self as a partner.

Notary Public

My commission expires _____

State of _____)
County of _____)ss

Notary Public
My commission expires _____

State of _____))ss
County of _____)

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

Notary Public
My commission expires _____

State of _____))ss
County of _____)

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

Exhibit H – Payment and Performance Bond
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