



CONTRACT BOND

OFFICE OF MANAGEMENT AND BUDGET
CENTRAL SERVICES - STATE PROCUREMENT OFFICE
SFN 51815 (05-2017)

Contract Number	Bond Amount
Name of Principal	
Name of Surety	County Contract Applies

Know all men by these presents, that we as Principal and Surety (named above), are held and firmly bound unto the State of North Dakota in the penal sum (see Bond Amount above) for the use of State of North Dakota and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies of materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators and successors, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT, WHEREAS, said principal has entered into written contract with the Office of Management and Budget for the State of North Dakota in the stated County above, within North Dakota, which said contract and incorporated plans and specifications are by this reference made a part hereof as fully and with the same force and effect as if set forth in full herein.

NOW THEREFORE, the condition of this obligation is that if the Principal shall: (1) Perform all the terms, covenants and conditions of said contract; (2)Protect the State of North Dakota against any loss or damage from any cause arising out of said contract; (3) Pay or cause to be paid all bills and claims against the Principal or any subcontractor on account of labor or services performed and all materials, equipment or supplies furnished, whether directly or indirectly arising out of the performance of said contract; (4)Pay all insurance premiums and all items for which payment under the terms of the contract is to be made or guaranteed by the Principal; (5) Have made or will make prior to the commencement of any work by himself or any subcontractor under such contract, the full and true report to the Workers' Compensation Bureau of the payroll expenditures for the employees to be engaged in such work, and that principal has paid, or will pay, the premium thereon prior to the commencement of such work; (6) Pay or cause to be paid all contributions due to the Unemployment Compensation Division; (7) Pay or cause to be paid any and all taxes that may be assessed or levied to be a charge against such contractor or any subcontractor under such contract by the State of North Dakota or any of its subdivisions; then this obligation shall be null and void; otherwise it will remain in full force and effect. And the said Surety hereby stipulates and agrees that any change, extension, alteration, deduction, or addition, with or without notice to the Surety, in or to the terms of said contract or the plans or the specifications accompanying the same provided for therein, shall not in any way affect the obligation and liability of said Surety on this bond.

SIGNED AND SEALED BEFORE ME THIS

Important Notice

(Seal of Principal)

Principal
Name(s) of Individual(s) Making Statement (By)
Title

If an individual doing business under a firm name, so state, give both names, and the individual signing shall designate himself as sole owner.

If a partnership, so state, and at least one member of such partnership must sign.

(Seal of Surety)

Surety
Name(s) of Individual(s) Making Statement (By)
Title

If a corporation, the full corporate name must be used and the execution must be by an officer of the corporation.

Any other person executing for the principal or surety must attach a power of attorney.

Countersigned (North Dakota Resident Agency of Surety)			
Address	City	State	ZIP Code

Section 26.1-03-01 of the North Dakota Century Code provides that “an insurance company transacting an insurance business in this State may not expose itself to loss on any one risk or hazard to an amount exceeding ten percent of its paid-up capital and surplus if a stock company, or ten percent of its surplus if a mutual company, unless the excess is reinsured.” If excess reinsurance agreements are required on this bond, an affidavit executed by an officer of the surety shall be attached, stating that such reinsurance agreements have been entered into and are in effect at the time the bond is executed, giving the name and address of all companies with whom such agreements have been made, and that copies of such reinsurance agreements will be furnished to the North Dakota State Insurance Commissioner upon request.

Instructions: (1) Dates used in the completion of this bond form should be the actual dates, without regard for the effective dates of the contract, to which the bond applies. Dates must be in chronological sequence, i.e., date of signature on the basic bond form must be the same or prior to the dates indicated in the acknowledgement portion, and dates used in the acknowledgement of surety portion must be the same as or subsequent to the date used in other portions of the bond form. (2) Persons signing the bond as a 'principal' must be an officer of the firm unless a notarized authorization for such signing is also submitted with the bond form. (3) Dates of Power of Attorney forms, when used, must be dated the same as the date of the certification to which it pertains. If the person(s) signing and executing this contract bond do not comply strictly with these instructions, then the contract bond form will be sent back to the appropriate person(s) for any necessary corrections.

ACKNOWLEDGEMENT OF PRINCIPAL

State of	County of
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PRINCIPAL REPRESENTATIVE PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC (OF THE STATE IDENTIFIED BELOW), AS DESCRIBED IN THE WITHIN INSTRUMENT AND WHO EXECUTED THE SAME FOR, AND ON BEHALF OF, SAID PRINCIPAL.

Signed and sworn to (or affirmed) before me this	Date	Affix Notary Stamp
Name of Notary Public (printed)		
NOTARY PUBLIC, STATE OF	Commission Expiration Date	
Signature of Notary Public or Other Authorized Officer		

ACKNOWLEDGEMENT OF SURETY

State of	County of
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SURETY REPRESENTATIVE PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC (OF THE STATE IDENTIFIED BELOW), AS DESCRIBED IN THE WITHIN INSTRUMENT AND WHO EXECUTED THE SAME FOR, AND ON BEHALF OF, SAID SURETY.

Signed and sworn to (or affirmed) before me this	Date	Affix Notary Stamp
Name of Notary Public (printed)		
NOTARY PUBLIC, STATE OF	Commission Expiration Date	
Signature of Notary Public or Other Authorized Officer		

Attorney General Approval

Attorney General	By Assistant	Date
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North Dakota State Procurement Office Approval

Authorizing Agent	Date
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