

MN/DOT CONTRACT NO.

State Project No.

Federal Project No.

Class of Work

STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

Letting Date:

PAYMENT AND PERFORMANCE BOND

FOR STATE HIGHWAY CONSTRUCTION AND MAINTENANCE PROJECTS

PART A: PAYMENTS

KNOW ALL PERSONS BY THESE PRESENTS, That We _____, a
Minnesota Corporation, contractor, as principal, and _____, as surety,
are held and firmly bound unto the State of Minnesota in the amount of
(\$ _____) DOLLARS, for payment of all claims, costs and charges as
hereinafter set forth.

For the payment of this well and truly to be made we jointly and severally bind ourselves, our
representatives and successors firmly by these presents.

The condition of this obligation is such that whereas the principal has entered into a contract with
the State of Minnesota for the construction of State Project No. _____ on Trunk Highway No. TH
located _____

which contract is on file in the office of the Commissioner of Transportation, the regularity and validity
of which is hereby affirmed;

NOW, THEREFORE, if the principal shall pay as they may become due all just claims for work
done, and for furnishing labor, work, skills, tools, machinery, materials, insurance premiums,
equipment, and supplies, for the purpose and completion of the contract in accordance with its terms,
and all taxes incurred under Minnesota Statutes, Section 290.92 and chapter 297A, and shall pay all
costs of enforcement of the terms of the bond, if action is brought thereon, including reasonable

attorney's fees, in any case in which such action is successfully maintained, and shall comply with the laws of the state appertaining to such contract, then this obligation shall be void but otherwise it shall remain in full force and effect pursuant to Minnesota Statutes, Chapter 574.

PART B: PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS, That the aforesaid principal and surety are held and firmly bound unto the State of Minnesota in the additional amount of
/100 (\$) DOLLARS, for the faithful performance of the contract as hereinafter set forth.

For the payment of this well and truly to be made we jointly and severally bind ourselves, our representatives and successors firmly by these presents.

The condition of this obligation is such that whereas the principal has entered into the contract more particularly described in Part A hereof, the regularity and validity of which is hereby affirmed;

NOW, THEREFORE, if the principal shall faithfully perform the contract and shall save the State of Minnesota harmless from all costs and charges that may accrue on account of the doing of the work specified and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including reasonable attorney's fees, in any case in which such action is successfully maintained, and shall comply with the laws of the state appertaining to such contract, then this obligation shall be void but otherwise it shall remain in full force and effect pursuant to Minnesota Statutes, Chapter 574.

THE AGGREGATE LIABILITY UNDER PART A AND PART B HEREOF IS

/100 (\$) DOLLARS, (SUM OF PARTS A AND B).

SIGNATURES

Date _____, 20____

(Name of Contractor)

(Contractor Corporate Seal)

By: _____
(Officer)

By: _____
(Officer)

(Surety Corporate Seal)

(Name of Surety)

By: _____
Minnesota Agent Countersignature
(If required)

By: _____
(Attorney in Fact)

CORPORATE ACKNOWLEDGEMENT FOR CONTRACTOR

STATE OF MINNESOTA,

COUNTY OF _____ ss.

On this _____ day of _____, 20____, before me appeared

_____ and _____

to me personally know, who being by me duly sworn, did say that they are respectively

_____ and _____

of the _____, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that said instrument was executed in behalf of the corporation by authority of its board of directors; and they acknowledged said instrument to be the free act and deed of the corporation.

(Notary Signature and Seal)

INDIVIDUAL AND CO-PARTNERSHIP ACKNOWLEDGMENT

STATE OF MINNESOTA,

COUNTY OF _____ ss.

On this _____ day of _____, 20____, before me personally

appeared _____ to me known to be the person described

in and who executed the foregoing bond, and acknowledged that *he* executed the same as _____

free act and deed.

(Notary Signature and Seal)

ACKNOWLEDGEMENT OF SURETY

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me a Notary Public

Within and for said County and State, appeared _____

known to me to be the Attorney-in-Fact of _____

that he/she is (are) the Attorney (s)-in- Fact of the _____

the corporation described in and that executed the within and foregoing instrument and known to me

to be the person who executed the said instrument in behalf of said corporation and he duly

acknowledged to me that such corporation executed the same.

NOTARY SIGNATURE AND SEAL

NOTICE TO PERSONAL SURETIES: Bond will not be accepted unless accompanied by a sworn Financial statement of each of the sureties.

NOTICE TO CORPORATE SURETIES: This bond will not be accepted unless executed or countersigned by a Minnesota agent or attorney-in-fact whose name and address must be noted below.

Full Name of Surety Company _____

Home Office Address (Street) _____

City, State and Zip Code _____

Name of Attorney-in-Fact _____

Name of Local Agency _____

Address of Local Agency (Street) _____

City, State and Zip Code _____

If this bond is executed outside of the State of Minnesota it must be countersigned on page three by a Minnesota Resident Agent of the Surety Company.

Name of Agent affixing countersignature _____

Address _____
=====

Approved and filed _____, 20____

Commissioner of Transportation