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| Letting:  | Project No.:  |
| Contract ID:  | Bond No.:  |

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| **CONTRACT BOND****NDOT INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACTS** |

KNOW ALL MEN BY THESE PRESENTS:

That we **(Contractor)** as principal,

and (Subsidies) as sureties, are held and firmly bound unto the Department of Transportation of the State of Nebraska, in the penal sum of $(Work Order Amount) dollars and for the payment of which we do hereby bind ourselves, our heirs, executors and administrators, jointly, severally, and firmly by these presents.

Date (Month/Day), A.D. 20(YY)

The condition of the obligations is such that whereas, the above bounden (Contractor) of (City, State), has been awarded by the Department of Transportation of the State of Nebraska, the various groups of work, including all items contained in the Work Order No.       issued under Project No.       in       County(ies), Nebraska copy of which contract together with all of its terms, covenants, conditions and stipulations is incorporated herein and made a part hereof as fully and amply as if said contract were recited at length herein.

NOW THEREFORE, if said **(Contractor)** as principal shall in all respects fulfill this said contract according to the terms and the tenor thereof, and shall faithfully discharge the duties and obligations therein assumed, then the above obligation is to be void and of no effect; otherwise to be and remain in full force and virtue in law.

It is expressly understood and agreed that this bond is given to secure and does secure not only the faithful performance by the principal herein named of said contract for the construction work as specified in said contract and in strict accordance with the terms of said contract and the plans, specifications and all special provisions made a part thereof; but that it is given to secure and does secure also the payment by the said bounden **(Contractor)** of all overpayments made to said principal by the Department of Transportation, and of all just claims to all laborers and mechanics for labor that shall be performed, and for the payment of all material, supplies and equipment which is used or rented in performing the contract, and for the payment of all taxes, including contributions and interest due under the Nebraska Employment Security Law, on wages paid to individuals employed in the performance of the contract including those performing under subcontract which may accrue, to the State of Nebraska and the political subdivisions thereof on account of the execution and performance of this contract, and if such payments be made then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No contract shall be valid which seeks to limit the time to less than one year in which an action may be brought upon the bond covering the construction work, and this bond is made, executed and delivered with such understanding.

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| Signed this (Day) day of (Month), 20(YY) |  |       |
|  |  | *Surety* |
| **(Contractor)** |  |  |
|  |  |       |
|       |  | *Attorney-in-Fact (Signature)* |
| *Principal (Signature)* |  |  |
|  |  |       |
|       |  | *Attorney-in-Fact (Printed Name)* |
| *Principal (Printed Name)* |  |  |
|  |  |       |
|       |  | *Agency/Business Name* |
| *Title* |  |  |
|  |  |       |
|  |  | *Agency/Business Address* |
|  |  |  |
|  |  |       |
|  |  | *Phone Number* |