

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Operations Division

Proposal Guaranty Bid Bond

Bid Opening _____

Bid No. _____

Project Description _____

KNOW ALL PERSONS BY THESE PRESENTS that we _____
(Bidder's name exactly as shown on Proposal Form)

_____, as Principal, and _____

_____, as Surety, are held and firmly bound unto the State of Nebraska, Department of Transportation, in the sum of **five (5) percent of the amount bid** to be paid to the State of Nebraska, Department of Transportation, the Principal and Surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as required by the Standard Specifications for Highway Construction of the State of Nebraska, Department of Transportation and Supplements effective at the date of the bid.

WHEREAS the PRINCIPAL has submitted a bid proposal to the State of Nebraska, Department of Transportation for Maintenance or improvement of a state highway or building, which proposal is incorporated herein and made a part hereof as if fully set forth.

NOW, THEREFORE, if the State of Nebraska, Department of Transportation, shall accept the bid of the Principal and if said Principal shall properly execute and deliver to the State of Nebraska, Department of Transportation, the contract, the bond for the contract performance and labor and materials payment under the contract in accordance with Section 52-118 R.R.S. 1943, other required documents and evidence of insurance coverage in compliance with the requirements of the proposal form, the specifications, and all supplementary provisions, to the satisfaction of the State of Nebraska, Department of Transportation, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the State of Nebraska, Department of Transportation, fail to comply with any requirements as set forth in the preceding paragraph and fail to diligently perform these things required to consummate the execution of the contract contemplated by the said bid, then the State of Nebraska, Department of Transportation, shall immediately and forthwith be entitled to recover the full sum above set out as the bid bond which amount is agreed by the parties hereto to be the liquidated damages sustained by the said State of Nebraska, Department of Transportation, for the failure of the said bidder to adhere to his/her bid and such liquidated damages shall be presumed to be the actual damages, and not considered to be a penalty because the calculation of the actual damages suffered by the State is difficult, impossible or not easily ascertainable.

That in the event said Principal becomes liable as set forth above in the amount of the above described bid bond which is **five (5) percent of the amount bid** as liquidated damages that the said State of Nebraska, Department of Transportation, shall upon demand to the within stated Surety be promptly paid by said Surety but if not, then the said Surety shall be liable to the State of Nebraska, Department of Transportation, in full for the liquidated damages plus all court costs, attorney's fees, interest from the date of the demand, and any and all other expenses of collecting the said sum.

This bond may be terminated by the Surety, by providing notice of its intention of such termination to the State of Nebraska, Department of Transportation, in writing by mail, provided that in no event may this bond be terminated during the five-day period prior to any bid letting. Such termination shall not relieve the Surety from any liability under this bond accrued prior to the termination date.

Principal

Person in Authority (signature)

Person in Authority (printed)

Title

Executed this _____ day of _____, 20_____.

Surety

Attorney-in-Fact (signature)

Attorney-in-Fact (printed)

Agency Name

Agency Address

Phone Number

Note: This bond must be executed by the Principal and by a Corporate Surety authorized to conduct surety business in the State of Nebraska.