

# Proposal Guaranty Bid Bond – Annual

Effective Date of Bond \_\_\_\_\_

Expiration Date of Bond July 1, 2027

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 of any and all bids submitted by Principal during the term of the bond** 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 is expected to or has submitted bids to the State of Nebraska, Department of Transportation for construction or improvement of a state highway or building.

NOW, THEREFORE, if the State of Nebraska, Department of Transportation, shall accept any 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 as to the accepted bid, otherwise this bond will 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 accepted bid, then the State of Nebraska, Department of Transportation, shall immediately and forthwith be entitled to recover the full sum 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* Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
*Person in Authority (signature)* \_\_\_\_\_  
*Surety*

\_\_\_\_\_  
*Person in Authority (printed)* \_\_\_\_\_  
*Attorney-in-Fact (signature)*

\_\_\_\_\_  
*Title* \_\_\_\_\_  
*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.