

**STATE OF NORTH CAROLINA
TURNPIKE AUTHORITY
RALEIGH, NC**

BID BOND

Principal: _____
Print or type Name of Principal Contractor

Surety: _____
Print or type Name of Surety

Contract Number: _____ County (ies) _____

Date of Bid: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR and SURETY above named, are held and firmly bound unto the North Carolina Turnpike Authority in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within one hundred twenty (120) days after the submission of the Technical and Price Proposals, or within such other time period as may be provided in the proposal, and if the NCTA Board of Directors shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after the NCTA's written solicitation of contract payment and contract performance bonds is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permissions to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the Standard Special Provision entitled "Division One" contained in the Final Request for Proposals: Volume II, the conditions and obligations of this Bid Bond shall remain in full force and effect until the North Carolina Turnpike Authority makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the North Carolina Turnpike Authority as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the _____ day of _____, 20 _____

(Surety)

By _____
(General Agent or Attorney in Fact)
Signature

(Seal of Surety)

(Print or Type Signer's Name)

JOINT VENTURE

SIGNATURE OF CONTRACTOR (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 and Article 102-11 of the Standard Special Provision entitled "Division One" contained in the Final Request for Proposals: Volume II. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said articles of the Standard Special Provision. This form of execution must be strictly followed.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

If Corporation, affix Corporate Seal

Contract No. _____
County (ies) _____

Rev 7-10-08

BID BOND

Attach certified copy of Power of Attorney to this sheet.