

PERFORMANCE AND INDEMNITY BOND

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION - HIGHWAY ENCROACHMENT INSTALLATION

PRINCIPAL (Contractor for second party to encroachment agreement)

SURETY

DESCRIPTION OF ENCROACHMENT AGREEMENT:

Route or Highway No. _____

County _____

Date of Encroachment Agreement _____

Specific Location of Encroachment: _____

Between _____ & _____

Type of Encroachment _____

(Water, sewer, gas, etc.)

Second party to Encroachment Agreement _____

AMOUNT OF BOND _____

DATE OF BOND _____

KNOW ALL MEN BY THESE PRESENTS, That we the PRINCIPAL and SURETY above named, are held and firmly bound unto the Department of Transportation, an agency of the State of North Carolina, hereinafter call the DEPARTMENT, in the amount stated above for the payment for which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above indicated second party to an Encroachment Agreement named above entered into an Encroachment Agreement with the DEPARTMENT, and the PRINCIPAL (contractor) entered into a contract with the said second party to an Encroachment Agreement named above to perform certain work, including the installation or relocation of certain encroachments described in a certain Encroachment Agreement with the DEPARTMENT hereinabove described and incorporated herein by reference;

NOW, THEREFORE, if the PRINCIPAL shall well and truly install the said encroaching facilities on and along the highway in accordance with the "Policies and Procedures for Accommodating Utilities on Highway Rights of Way" and any supplements thereto and in accordance with the other provisions of the said Encroachment Agreement, and shall indemnify the DEPARTMENT for the failure to install the encroachments in accordance with the foregoing manual and provisions of the said Encroachment Agreement, then, this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal of Principal)

PRINCIPAL (Type Name of Principal)

ATTEST:

Clerk or Secretary

BY: President or Vice President
(Delete Inappropriate Title)

(Name of SURETY)

(Seal of Surety)

BY: Attorney-in-Fact

NOTE: Attach Power of Attorney and Certificate of Authority of Attorney-in-Fact.
FORM R/W 16A (This form to be used only by Contractor for second party to encroachment agreement.)

Revised July 1978