

**CITY OF NORTH LAS VEGAS
PERFORMANCE BOND**

BOND NUMBER _____
DATE EXECUTED _____

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NRS 683A.090. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of North Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum of for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain Contract with the City, to perform all Work required under the Bidding Schedule(s), Bid No. 1319, of the City's specifications, entitled East Reservoir Recoating.

NOW THEREFORE, if said CONTRACTOR shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions and agreements of said Contract during the original term of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any modifications in the Work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this ____ day of _____, 2009.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By:
(Signature)

Surety:

(State of Nevada, License Number)

(Managing General Agent Name)

By: _____
(Signature)

Address:

Telephone:

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT CIRCULAR 570, CURRENT REVISION) AND AS LISTED WITH A. M. BEST COMPANY WITH A RATING OF A OR BETTER.

CITY OF NORTH LAS VEGAS
LABOR AND MATERIAL PAYMENT BOND

NUMBER _____

BOND

EXECUTED _____

DATE

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KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of North Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum of _____ for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain Contract with the City, to perform all Work required under the Bidding Schedule(s), Bid No. 1319, of the City's specifications, entitled East Reservoir Recoating.

NOW THEREFORE, if said CONTRACTOR, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of Work contracted to be done, or for amounts due under applicable State Law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State Law. This bond shall remain in effect until **two (2)** years after the date of final acceptance of the Work by the City Council.

PROVIDED, that any modifications in the Work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this ____ day of _____, 2009.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By:
(Signature)

Surety:

(State of Nevada, License Number)

(Managing General Agent Name)

By: _____
(Signature)

Address:

Telephone:

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT CIRCULAR 570, CURRENT REVISION) AND AS LISTED WITH A. M. BEST COMPANY WITH A RATING OF A OR BETTER.

CITY OF NORTH LAS VEGAS

GUARANTEE BOND

NUMBER _____

BOND

EXECUTED _____

DATE

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GUARANTEE for

_____ (Name and Address of Prime Contractor)

We hereby guarantee that the _____ East Reservoir Recoating _____
or all of the Work together with any other adjacent Work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of final acceptance of the above-named Work by the City of North Las Vegas, State of Nevada, without expense whatsoever to the City of North Las Vegas, ordinary wear and unusual abuse or neglect are exempted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days after being notified in writing by the City of North Las Vegas, Nevada, we collectively or separately do hereby authorize the City of North Las Vegas to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

Date of Completion _____

SIGNED this _____ day of _____, 2009.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By:
(Signature)

Surety:

(State of Nevada, License Number)

(Managing General Agent Name)

By: _____
(Signature)

Address:

Telephone:

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