

CITY OF NORTH LAS VEGAS

CONSTRUCTION CONTRACT

BID NO: 1341

DATE: _____

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

_____ Individual _____ Partnership _____ Corporation

in the State of Nevada

Contract for WATER BOLSTERING PROJECT BETWEEN NORTH 5TH AND DONNA in the

amount of _____

_____ (\$_____).

THIS CONTRACT entered into, effective this date by the City of North Las Vegas, Nevada, hereinafter called CITY, represented by the Mayor, executing this Contract, and the individual, partnership, or corporation named above, hereinafter called CONTRACTOR, witnesseth that the parties hereto do mutually agree as follows:

STATEMENT OF WORK: The CONTRACTOR shall furnish all labor, equipment and materials and perform the Work above described for the amount stated above in strict accordance with the Contract Documents, including the Specifications of the CITY and the schedule of Drawings and other requirements, all of which are incorporated herein by reference. All Work is the sole responsibility of the CONTRACTOR unless specifically provided otherwise.

TIME FOR COMPLETION: The Work which the CONTRACTOR is required to perform under this Contract shall be commenced at a time stipulated by the CITY in the written "Notice-to-Proceed" and shall be completed according to the following:

One hundred and Eighty (180) calendar days to construction completion of the project, including completion of punch list items, final cleanup and demobilization.

LIQUIDATED DAMAGES: Liquidated Damages as provided for in the specifications and conditions shall be assessed in the amounts stated below per day for each calendar day after the construction completion date, or applicable extension thereof as provided in the Specifications and Requirements, that completion of the Work is delayed.

- 1) Liquidated Damages for failure to complete the requirements for the Construction Completion milestone within the time period indicated shall be FIVE HUNDRED (\$500) per day.
- 2) Liquidated Damages for late contract documents noted in the Contract Award Instructions Section, CI.14 shall be TWO HUNDRED DOLLARS (\$200) per day.
- 3) Liquidated Damages for late submittals noted in the Contract Award Instructions Section, CI.15 shall be TWO HUNDRED DOLLARS (\$200) per day.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date entered on the first page hereof.

CITY OF NORTH LAS VEGAS, NEVADA

CONTRACTORS NAME.

By: _____
MICHAEL L. MONTANDON, MAYOR

By: _____

Title

ATTEST: _____
KAREN L. STORMS, CMC, CITY CLERK

APPROVED AS TO FORM:
CARIE A. TORRENCE, CITY ATTORNEY

By: _____

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 AND ISSUED BY AN APPOINTED AGENT PURSUANT TO NRS 683A.280. 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. 1341, of the City's specifications, entitled WATER BOLSTERING PROJECT BETWEEN NORTH 5TH AND DONNA.

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 _____, 200__.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Resident Agent)

(Principal Contractor)

(State of Nevada, License Number)

(Authorized Representative and Title)

(Appointed Agent Name)

By: _____
(Signature)

Surety:

By: _____
(Signature)

(State of Nevada, License Number)

Address: _____

(Appointed Agent Name)

Telephone: _____

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 REVISIONS).

CITY OF NORTH LAS VEGAS
LABOR AND MATERIAL PAYMENT 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 AND ISSUED BY AN APPOINTED AGENT PURSUANT TO NRS 683A.280. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

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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. 1341, of the City's specifications, entitled WATER BOLSTERING PROJECT BETWEEN NORTH 5TH AND DONNA.

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 _____, 200 ____.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Resident Agent)

(Principal Contractor)

(State of Nevada, License Number)

(Authorized Representative and Title)

(Appointed Agent Name)

By: _____
(Signature)

Surety: _____

By: _____
(Signature)

(State of Nevada, License Number)

Address: _____

(Appointed Agent Name)

Telephone: _____

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 REVISIONS).

CITY OF NORTH LAS VEGAS

GUARANTEE BOND

BOND NUMBER _____
DATE EXECUTED _____

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GUARANTEE for

(Name and Address of Prime Contractor)

We hereby guarantee that the WATER BOLSTERING PROJECT BETWEEN NORTH 5TH AND DONNA which we have constructed, has been completed in accordance with the Contract Documents, and that the Work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any 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 _____, 200 ____.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Resident Agent)

(Principal Contractor)

(State of Nevada, License Number)

(Authorized Representative and Title)

(Appointed Agent Name)

By: _____
(Signature)

Surety:

By: _____
(Signature)

(State of Nevada, License Number)

Address: _____

(Appointed Agent Name)

Telephone: _____

By: _____
(Signature)

Address: _____

Telephone: _____

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