

CITY OF CARSON CITY, NEVADA
BID BOND

Due from Bidder/Prime Contractor at bid submission.

We the undersigned, as "Principal", and as "Surety", are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee" in the penal sum of Dollars (\$ ) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS Nevada Revised Statute 332.105 authorizes local governments to require bid bonds to ensure execution and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department; and

WHEREAS the Principal has submitted a bid for Bid No , PWP No , for the Project:

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
(b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
(c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise, it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed, and Dated:

Principal/Authorized Representative Printed Name
Surety Printed Name
Principal/Authorized Representative Signature
Surety Signature