00 41 04 LABOR AND MATERIALS BOND

LABOR AND MATERIAL PAYMENT BOND
FOR PUBLIC WORKS REQUIRED PURSUANT TO NRS CHAPTER 339

KNOW ALL MEN BY THESE PRESENTS: That _____
(Name and Address [or legal description] of Contractor)
as Principal, hereinafter called "Principal", and _____

_____
(Legal Designation and Address of Surety)
authorized to do business of surety in the State of Nevada, as Surety, hereinafter called "Surety", are held and firmly bound unto the NEVADA TAHOE CONSERVATION DISTRICT, a political subdivision of the State of Nevada, as Obligee, hereinafter called "NTCD", for the use and benefit of claimants supplying labor or materials to the Principal or to any of the Principal's subcontractors in the prosecution of the work provided for in the Contract referred to below in the amount of _____
_____Dollars ($_____) said sum being 100% of the contract amount payable by the NTCD under the terms of the Contract referred to below, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into contract with NTCD for **"MARLETTE CREEK RESTORATION AND SR28 CROSSING IMPROVEMENT PROJECT"** which contract and its plans and specifications are attached hereto and by reference made a part hereof, as if fully and completely set out in full herein, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, and shall save and hold harmless and indemnify NTCD from and against any and all claims and demands of liens for work performed and materials supplied, then this obligation shall be void; otherwise it shall remain in full force and effect.

THIS BOND is executed for the purpose of complying with the laws of the State of Nevada as contained in Chapter 339 of Nevada Revised Statutes and all acts amendatory thereof and supplemental thereto, and this Bond shall inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in or furnish appliances, teams or power contributing to the work described in said contract, in accordance with provisions of Chapter 339 of Nevada Revised Statutes.

Any suit or action brought on this bond shall be maintained in accordance with provisions as set forth in Chapter 339 of NRS, and all acts amendatory thereof and supplemental to.

IN WITNESS WHEREOF, the above bounden Principal and the above bounden Surety have hereunto set their hands and seal, this _____ day of _____, ____.

PRINCIPAL:_____

By:_____
(Note: Signature to be notarized)

Type:_____

Title:_____

State of Nevada Contractor's License #

_____

Subscribed and sworn to before me this

_____day of _____, ____.

_____
Notary Public

Surety:

_____
Name of Surety

By:_____
(Note: Signature to be Notarized)

Type:_____
Attorney-in-Fact

Amount of Bond Premium (to be filled in by the Surety Company):

$_____

Subscribed and sworn before me this _____day of _____, ____.

_____
Notary Public

Surety's Licensed Nevada Agent:

_____
Company Name

_____

_____
Address

_____
Telephone

By:_____
(Note: Signature to be Notarized)

Type:_____

Bond No._____

Subscribed and sworn to before me this _____ day of _____, ____.

_____
Notary Public