

**EXHIBIT D**  
**SAMPLE 100% PAYMENT BOND (LABOR AND MATERIAL)**

KNOW ALL MEN BY THESE PRESENCE,

THAT \_\_\_\_\_, as Contractor, and \_\_\_\_\_ as Surety, are held and firmly bound unto the State of Nevada acting through its Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, "University", in the sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), 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 presence.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said University to perform all work required under the Bidding Schedule(s) of the University's specifications entitled.

NOW THEREFORE, if said Contractor or subcontractor, 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 inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations 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 alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

(SEAL) \_\_\_\_\_ (Contractor)                      \_\_\_\_\_ (Surety) (SEAL)

By: \_\_\_\_\_ (Signature)                      By: \_\_\_\_\_ (Signature)

Surety Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

**EXHIBIT E**  
**SAMPLE 100% PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENCE,

That \_\_\_\_\_, as Contractor, and \_\_\_\_\_, as Surety, are held and firmly bound unto the State of Nevada acting through its Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, hereinafter called "University", in the sum of \_\_\_\_\_ dollars, (\$\_\_\_\_\_), for 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 presence.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said University to perform all work required under the Bidding Schedule(s) of the University's specifications entitled

NOW THEREFORE, if said contractor shall perform all the requirements of said contract required to be performed on his/her part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations 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 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 alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
(Contractor) (SEAL) \_\_\_\_\_ (Surety) (SEAL)

By: \_\_\_\_\_ (Signature) By: \_\_\_\_\_ (Signature)

Surety Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)