

PERFORMANCE BOND
(Construction Subcontract)

Date Bond Executed (shall be same or later than date of Subcontract):

Subcontract No. _____

PENAL SUM OF BOND:

PRINCIPAL (Legal Name and Business Address):

SURETY(IES) [Name (s) and Business Address(es)]:

KNOW ALL MEN BY THESE PRESENT, that we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) acting through the U.S. Department of Energy and Lawrence Livermore National Security, LLC (hereinafter called the "Contractor" or "LLNS") acting through the Lawrence Livermore National Laboratory, jointly and severally, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally; PROVIDED, that where the Surety(ies) is (are) a corporation(s) acting as co-surety(ies), I(we) - the Surety(ies) - bind myself(ourselves) in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Subcontract identified above;

NOW, THEREFORE, if the Principal shall:

- A. Perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Subcontract during the original term of said Subcontract and any extension(s) thereof that may be granted by the Government and/or Contractor with or without notice to the

Surety(ies), and during the life of any guaranty required under the Subcontract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Subcontract that may hereafter be made, notice of which modification(s) to the Surety(ies) being hereby waived; and

- B. If the said Subcontract is subject to the Miller Act, as amended (40 U.S.C. 2770a-270e), pay to the Government and/or LLNS the full amount of the taxes imposed by the Government which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction Subcontract with respect to which this bond is furnished; then the above obligation shall be void and of no effect.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

PRINCIPAL (Name/Official Designation)

Corporate Seal

Business Address

Signature

Name and Titled (typed or printed)

I, _____ certify that I am the _____ Secretary of the corporation named as Principal herein; that _____ who executed this Bond on behalf of the said Principal was then _____ of said corporation; that said bond was duly executed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate power.

Signature of Secretary

LIABILITY LIMIT AND CORPORATE
SEAL:

SURETY:

\$

Legal Name or Designation

SEAL

Business Address

Signature

Name and Title (typed or printed)

\$

Legal Name or Designation

SEAL

Business Address

Signature

Name and Title (typed or printed)

\$

Legal Name or Designation

SEAL

Business Address

Signature

Name and Title (typed or printed)