

DATE BOND EXECUTED  
 (Must be same or later than date of contract)

## PERFORMANCE BOND

**PRINCIPAL (Legal Name and Business Address)**

**TYPE OF ORGANIZATION ("x" ONE)**

- INDIVIDUAL       PARTNERSHIP  
 JOINT VENTURE       CORPORATION

**STATE OF INCORPORATION**

**SURETY(IES) (Legal Name and Business Address)**

**PENAL SUM OF BOND**

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)
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CONTRACT DATE

CONTRACT NUMBER

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY(IES) hereto, are firmly bound to the Sandia Corporation, a Delaware Corporation, (hereinafter called Sandia and the United States of America (hereinafter call the Government) in the above panel sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, we, to Sureties, bind 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 panel sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into the contract identified above, under Prime Contract DE-AC04-76DP00789.

NOW, THEREFORE, if the Principal shall:

- (a) Perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions hereof that may be granted by Sandia or the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived; and
- (b) If the said contract is subject to the Miller Act, as amended (40 U.S.C. 270a-270e), pay to the Government 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 contract with respect to which this bond is furnished; then the above obligation shall be void and of no affect.

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

IN PRESENCE OF:

WITNESS

INDIVIDUAL PRINCIPAL

- |          |       |              |
|----------|-------|--------------|
| 1. _____ | as to | _____ (SEAL) |
| 2. _____ | as to | _____ (SEAL) |
| 3. _____ | as to | _____ (SEAL) |
| 4. _____ | as to | _____ (SEAL) |

WITNESS

INDIVIDUAL SURETY

- |          |       |              |
|----------|-------|--------------|
| 1. _____ | as to | _____ (SEAL) |
| 2. _____ | as to | _____ (SEAL) |

ATTEST:

**CORPORATE PRINCIPAL**

**BUSINESS ADDRESS**

BY

TITLE

**AFFIX  
CORPORATE  
SEAL**

ATTEST:

**CORPORATE SURETY**

**BUSINESS ADDRESS**

BY

TITLE

**AFFIX  
CORPORATE  
SEAL**

The rate of premium on this bond is \_\_\_\_\_ per thousand.

Total amount of premium charged, \$ \_\_\_\_\_ .

*(The above must be filled in by corporate surety)*

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## CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ secretary of the corporation named as principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the principal, was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
CORPORATE  
SEAL

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