

**PERFORMANCE BOND**  
(See instructions on reverse)

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

FORM APPROVED OMB NO

9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comment regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)			
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP		
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION		
STATE OF INCORPORATION				

SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NO.	

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to Brookhaven Science Associates L.L.C., and any successor Contractor to operate Brookhaven National Laboratory, (hereinafter called the Oblige) and the United States of America (hereinafter called the Government) as joint obligees in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executor, administration, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the 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. For all other purposes, such Surety binds itself, jointly and severally with the Principal for the payment of the sum above opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

The Surety, for value received, hereby also covenants and agrees if requested to do so by the Oblige, to fully perform and complete the work described in said contract pursuant to the terms, conditions and covenants thereof. If for any cause said Principal fails or neglects to so fully perform and complete said work; and Surety further agrees to commence said work of completion within twenty (20) days after requests therefor from the Oblige, and to complete the same within such time after the expiration of the time allowed said Principal in said contract for the completion of the work as will be equivalent time elapsing between of such failure or neglect of said Principal to so fully perform and complete such work, and the date of the giving of the notice by the Oblige to the Surety of such failure or neglect.

**CONDITIONS:**

The Principal has entered into the contract identified above.

**THEREFORE:**

The above obligation is void if the Principal-

- (a) Performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Oblige, with or without notice to the Surety(ies), and during the life of the guarantee required under the contract, and performs and fulfills all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the contract that are hereafter made. Notice of those modifications to the Surety(ies) are waived.
- (b) Pays to the Oblige the full amount of the taxes imposed by the Oblige if the said contract is subject to the Miller Act, (40 U.S. C. 270a-270e), 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 purchased.

**WITNESS:**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1	2	3	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Type)	1	2	3	Seal
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1	2		(Seal)
	(Seal)	(Seal)		
NAME(S) (Type)	1	2		
CORPORATE SURETY(IES)				
NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT \$	Corporate Seal
SIGNATURE(S)	1	2		
	NAME(S) & TITLE(S) (Type)	1	2	

SURETY B	NAME & ADDRESS	STATE OF INC	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY C	NAME & ADDRESS	STATE OF INC	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY D	NAME & ADDRESS	STATE OF INC	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY E	NAME & ADDRESS	STATE OF INC	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY F	NAME & ADDRESS	STATE OF INC	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY G	NAME & ADDRESS	STATE OF INC	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

BOND PREMIUM	▶	RATE PER THOUSAND \$	TOTAL \$
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### INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of the approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY (IES)." In the space designated "SURETY (IES)"

on the face of the form insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.