# PERFORMANCE BOND

(See instructions on reverse)

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

OMB Number: 9000-0045 Expiration Date: 5/31/2013

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 comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington,

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)					
	INDIVIDUAL			PARTNERSHIP		
	JOINT VENTU	JRE	CORPORATION			
	STATE OF INCOR	PORATION				
SURETY(IES) (Name(s) and business address(es)	PENAL SUM OF BOND					
	MILLION(S)	THOUSAND	os	HUNDRED(S)	CENTS	
	MILLION(S)  CONTRACT DATE			HUNDRED(S)	CENTS	
	. ,			· · ·	CENTS	

## **OBLIGATION**

We, the Principal and Surety (ies), are firmly bound to the Unites States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action against any or all of us. for all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown 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.

#### CONDITIONS

The Principal has entered into the contract identified above.

#### **THEREFORE**

The above obligation is void if the Principal-

- (a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any quaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.
- Pays to the Government the full amount of the taxes imposed by the Government, if the said contracts 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 furnished.

# WITNESS

The I	Principal and Sui	rety(ies) executed this performan	nce bond a	and affixed their seals on th	e above date.				
				PRINCIPAL					
SIGNATURE(S)		1.		2.		3.			
			(Seal)		(Seal)			(Seal)	Corporate
	E(S) & LE(S) ped)	1.		2.		3.			Seal
				INDIVIDUAL SURET	Y(IES)				
SIGNATURE(S)		1.		(Seal)	2.				(Seal)
NAME(S) (Typed)		1.			2.				
				CORPORATE SURET	Y(IES)				
SURETY A	NAME & ADDRESS				STATE OF INC	).	LIABILITY LIMIT (\$)		
	SIGNATURE(S)	1.			2.				Corporate Seal
	NAME(S) & TITLE(S (Typed)	1.			2.				

	CORPORATE SURETY(IES) (Continued)							
SURETY B	NAME & ADDRESS		STATE OF IN	C. LIABILITY LIMIT (\$)				
	SIGNATURE(S)	1.	2.	ļ	Corporate Seal			
	NAME(S) & TITLE(S) (Typed)	1.	2.					
SURETY C	NAME & ADDRESS		STATE OF IN	C. LIABILITY LIMIT (\$)				
	SIGNATURE(S)	1.	2.		Corporate Seal			
	NAME(S) & TITLE(S) (Typed)	1.	2.					
SURETY D	NAME & ADDRESS		STATE OF IN	C. LIABILITY LIMIT (\$)				
	SIGNATURE(S)	1.	2.		Corporate Seal			
	NAME(S) & TITLE(S) (Typed)	1.	2.					
SURETY E	NAME & ADDRESS		STATE OF IN	C. LIABILITY LIMIT (\$)				
	SIGNATURE(S)	1.	2.		Corporate Seal			
	NAME(S) & TITLE(S) (Typed)	1.	2.					
ш	NAME & ADDRESS		STATE OF IN	C. LIABILITY LIMIT (\$)				
SURETY	SIGNATURE(S)	1.	2.		Corporate Seal			
SUF	NAME(S) & TITLE(S) (Typed)	1.	2.	2.				
SURETY G	NAME & ADDRESS		STATE OF IN	C. LIABILITY LIMIT (\$)				
	SIGNATURE(S)	1.	2.	2.				
	NAME(S) & TITLE(S) (Typed)	1.	2.		Seal			
		BOND PREMIUM	ER THOUSAND (\$)	TOTAL (\$)				

## **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., and 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 approved sureties and must act within the limitation listen 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 their financial capability.
- 4. Corporation executing the bond shall affix their corporate seals. Individual 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.