• Los Alamos NATIONAL LABORATORY EST. 1943
EST. 1943

PRINCIPAL (Legal name and business address):

SURETY(IES) (Name[s] and business address[es]):

PERFORMANCE BOND

(See instructions on second page.)

Έ	DATE BOND EXECUTED (Must be same or later than date of subcontract.):			
ge.)				
	TYPE OF ORGA Individual Joint Ventu	ire Co	eck appropriate tnership rporation	box.) Other
	PENAL SUM OF BOND			
	Million(s)	Thousand(s)	Hundred(s)	Cents

Subcontract #:

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government), and Triad National Security, LLC (hereinafter called Triad) 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, 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, 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.

Subcontract Date:

The Surety (Sureties) acknowledge that the Principal is obligated to provide Triad with a Performance Bond equal to one hundred percent (100%) of the total subcontract price throughout the term of the Subcontract. Therefore, the Surety (Sureties) consent(s) to subcontract modifications that increase or decrease the subcontract price above or below the above stated penal sum and further agree that its (their) bond or bonds shall apply and extend to the subcontract as modified. The Surety (Sureties) will from time to time send a bond general status inquiry and will bill the Principal for any additional premium owed as a result of any increase to the subcontract amount since the last bond general status inquiry.

CONDITIONS:

The Principal has entered into the subcontract identified above.

THEREFORE:

The above obligation is void if the Principal

- (a) (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the subcontract during the original term of the subcontract and any extensions thereof that are granted by Triad, with or without notice to the Surety(ies), and during the life of any guaranty required under the subcontract; and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the subcontract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.
- (b) Pays 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 subcontract with respect to which this bond is furnished.

WITNESS:

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

PRINCIPAL

Signature(s):	1.	2.	3.	Carparata Caal
Name(s) & Title(s) (Typed):	1.	2.	3.	Corporate Seal

INDIVIDUAL SURETY(IES)

Signature(s):	1.	2.	3.
Name(s) (Typed):	1.	2.	3.

CORPORATE SURETY(IES)

	Name & Address		State of Inc.	Liability Limit (\$)	
Surety A					Corporate Seal
	Signature(s)	1.	2.		-
Sul	Name(s) & Title(s) (Typed)	1.	2.		
	Name & Address		State of Inc.	Liability Limit (\$)	
Surety B	Signature(s)	1.	2.	<u> </u>	Corporate Seal
Sur	Name(s) & Title(s) (Typed)	1.	2.		1
	Name & Address		State of Inc.	Liability Limit (\$)	
ety C	Signature(s)	1.	2.		Corporate Seal
Surety (Name(s) & Title(s) (Typed)	1.	2.		•
1	, , ,				
	Name & Address		State of Inc.	Liability Limit (\$)	
Surety D	Signature(s)	1.	2.		Corporate Seal
Sure	Name(s) & Title(s) (Typed)	1.	2.		
	Name & Address		State of Inc.	Liability Limit (\$)	
ty E	Signature(s)	1.	2.		Corporate Seal
Surety	Name(s) & Title(s) (Typed)	1.	2.		
ıty F	Name & Address		State of Inc.	Liability Limit (\$)	
	Signature(s)	1.	2.		Corporate Seal
Surety	Name(s) & Title(s) (Typed)	1.	2.		
Rate per thousand (\$) Total (\$)					

BOND PREMIUM ▶	Rate per thousand (\$)	Total (\$)

INSTRUCTIONS

- 1. This form is authorized for use in connection with Triad's subcontracts. Any deviation from this form will require the approval of Triad.
- 2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of this 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 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 this form, insert only the letter identification of the sureties.
 - (b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed *Affidavit of Individual Surety* (GSA/FAR Standard Form 28) for each individual surety shall accompany the bond. Triad may require these sureties to furnish additional substantiating information concerning their 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.