KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) and the Bechtel Savannah River, Incorporated (SRR) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally; Provided. That were 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, 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 where as the Principal has submitted the proposal identified above.

NOW, THEREFORE, if the Principal, upon acceptance by SRR of his proposal identified above, within the period specific therein for acceptance (sixty (60) days if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the proposal as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay SRR for any cost of procuring the work which exceeds the amount of his proposal, then the above obligation shall be void and of no effect.

Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by an extension(s) of the time for acceptance of the proposal that the Principal may grant to SRR, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the proposal.

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

1. This form is authorized for use whenever a proposal guaranty is required in connection with construction work or the furnishing of supplies or services. There shall be no deviation from this form with approval of the Savannah River Remediation LLC (SRR).

2. The full legal name and business address of the Principal shall be inserted in the space designated “Principal” on the face of this form. The Bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. The penal sum of the bond may be expressed as a percentage of the proposal price is desired. In such cases, a maximum dollar limitation may be stipulated (e.g., 20% of the proposal price but the amount not to exceed _______ dollars.

4. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department’s list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (City and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed “CORPORATE SURETY(IES)”, and in the space designated “SURETY(IES)” on the face of this form only the letter identification of the Sureties shall be inserted.

(b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of Individual Surety, for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Government or SRR may require.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the work “Seal”; and, if executed in Maine or New Hampshire, shall also affix an adhesive seal.

6. The name of each person signing this proposal bond should be typed in the space provided.