

Proposal Bond for Design-Build Projects

SAMPLE

Document No. 610

First Edition, 2015

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Washington, D.C.





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PROPOSAL BOND FOR DESIGN-BUILD PROJECTS

*This bond form has been endorsed by The National Association of Surety Bond Producers and
The Surety & Fidelity Association of America*

DESIGN-BUILDER/PRINCIPAL: <i>(Name and address)</i>	SURETY: <i>(Name and address)</i>
OWNER/OBLIGEE: <i>(Name and address)</i>	PROJECT: <i>(Name and location)</i>
BOND DATE:	BOND AMOUNT:

MODIFICATIONS TO THIS BOND:

(List modifications to this Bond below. If none, write "None")

BOND TERMS AND CONDITIONS

1 Proposer's Obligations. If the Owner shall accept the Proposal of the Design-Builder within the time specified in the request for proposals, or within such time period as may be agreed to by the Owner and Design-Builder, the Design-Builder shall:

1.1 Enter into an agreement with the Owner in accordance with the terms of such Proposal.

1.2 Provide Owner with such performance and payment bonds required by the request for proposals, with a corporate surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner.

2 Default of Proposer. If Design-Builder fails without cause to perform the obligations in Section 1 of this Bond, then Design-Builder shall pay to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said Proposal and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Proposal.

2.1 Payment of the Bond Amount is the extent of the Surety's liability to Owner for default under this Bond.

3 Effectiveness of Bond. If Design-Builder shall perform the obligations in Sections 1 or 2, then this obligation shall be null and void, otherwise to remain in full force and effect.

4 Binding Effect. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner in the Bond Amount set forth above, as provided herein.

5 Payment Due, When. Upon default of Design-Builder under Section 2 of this Bond, payment shall be due and payable to Owner within thirty (30) calendar days of receipt by both the Design-Builder and Surety of written Notice of Default from Owner. The notice shall be given by Owner with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due and the basis for such calculation.

6 Waiver of Notice. The Surety waives notice of, and any defenses based on or arising out of, any time extension to issue Notice of Award agreed to in writing by Owner and Design-Builder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed ninety (90) days from the date the Proposal was due. Any further extension of time requires the Surety's written consent.

7 Dispute Resolution. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the Notice of Default required in Section 5 above is received by Design-Builder and Surety and in no case later than one (1) year after Proposal due date.

7.1 In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-Builder is not a necessary or indispensable party to any suit or action by the Owner against the Surety to enforce the Surety's obligations under this Bond.

8 Statutory Compliance. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

9 Beneficiaries. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors, unless some other party is named in this Bond as a dual obligee.

10 Notice. Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered to the address shown on page 1.

(List any alternate contact information below for notice of any claim on this Bond. If none, then use address on page 1.)

11 Authorization. The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

12 Subcontract Bonds. If this Bond is issued in connection with a subcontractor's proposal to a Design-Builder, the term Design-Builder in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Design-Builder.

DESIGN-BUILDER (AS PRINCIPAL) Company:	SURETY Company:
Signature:	Signature:
Name and Title:	Name and Title:
	Corporate Seal
	(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

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