



PROPOSAL BOND FOR DESIGN-BUILD PROJECTS

Document No. 610

First Edition, 2015

© Design-Build Institute of America

Washington, D.C.



Design-Build Institute of America – Contract Documents LICENSE AGREEMENT

By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

- 1. License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased, or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
- 2. User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
- 3. Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
- 4. Transfers.** You may not transfer possession of any copy, modification, or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
- 5. Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgement.** You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions, and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.



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