



ConsensusDOCS™ proudly endorsed by the following:



03

CONSENSUSDOCS 471 DESIGN-BUILD PERFORMANCE BOND (Where the Surety is NOT Liable for Design Services)

This document was developed through a collaborative effort of entities representing a wide cross-section of the construction industry. The organizations endorsing this document believe it represents a fair and reasonable consensus among the collaborating parties of allocation of risk and responsibilities in an effort to appropriately balance the critical interests and concerns of all project participants.

These endorsing organizations recognize and understand that users of this document must review and adapt this document to meet their particular needs, the specific requirements of the project, and applicable laws. Users are encouraged to consult legal, insurance and surety advisors before modifying or completing this document. Further information on this document and the perspectives of endorsing organizations is available in the ConsensusDOCS Guidebook.

The Owner, _____, (the "Owner") and the Design-Builder _____, (the "Design-Builder") have entered into a Contract (the "Contract") dated _____ for _____ (the "Project"). The Contract is incorporated by reference into this Performance Bond (the "Bond").

By virtue of this Bond, the Design-Builder as Principal and _____ as Surety ("Surety"), are bound to the Owner as Oblige in the maximum amount of _____ Dollars

**NOT FOR REPRODUCTION
TO ORDER DOCUMENT, VISIT WWW.AGC.ORG/BOOKSTORE**

(\$ _____) (the "Bond Sum"). The Design-Builder and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

1. **GENERAL CONDITIONS** It is the condition of this Bond that if the Design-Builder performs the construction work called for pursuant to the Contract, the Surety's obligations under this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect. The Surety waives any requirement to be notified of alterations or extensions of time made by the Owner in the Contract. The Owner may not invoke the provisions of this Bond unless the Owner has performed its obligations pursuant to the Contract. Upon making demand on this Bond, the Owner shall make the Contract Balance (the total amount payable by the Owner to the Design-Builder pursuant to the Contract less amounts properly paid by the Owner to the Design-Builder) available to the Surety for completion of the construction work.

2. **SURETY OBLIGATIONS** If the Design-Builder is in default pursuant to the Contract and the Owner has declared the Design-Builder in default, the Surety promptly may remedy the default or shall:

- a. Complete the construction work, with the consent of the Owner, through the Design-Builder or otherwise;
- b. Arrange for the completion of the construction work by a design-builder acceptable to the Owner and secured by performance and payment bonds equivalent to those for the Contract issued by a qualified surety. The Surety shall make available as the construction work progresses sufficient funds to pay the cost of completion of the construction work less the Contract Balance up to the Bond Sum, or
- c. Waive its right to complete the construction work and reimburse the Owner the amount of its reasonable costs, not to exceed the Bond Sum, to complete the construction work less the Contract Balance.

3. **NO LIABILITY FOR DESIGN** Pursuant to Article 2 of the Bond, the Surety shall be liable for all construction costs of the Work, up to the Bond Sum, but shall not be liable for any costs or damages arising from any design services provided pursuant to the Contract.

4. **DISPUTE RESOLUTION** All disputes pursuant to this Bond shall be instituted in any court of competent jurisdiction in the location in which the Project is located and shall be commenced within two years after default of the Design-Builder or Substantial Completion of the Work, whichever occurs first. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall be applicable.

This Bond is entered into as of _____.

SURETY _____ (seal)

By:

Print Name: _____

Print Title: _____

(Attach Power of Attorney)

Witness:

IMPORTANT: A vertical line in the margin indicates a change has been made to the original text. Prior to signing, recipients may wish to request from the party producing the document a "redlined" version indicating changes to the original text. Consultation with legal and insurance counsel and careful review of the entire document are strongly encouraged.

ConsensusDOCS 471 • DESIGN-BUILD PERFORMANCE BOND (Where the Surety is NOT Liable for Design Services) Copyright © 2007, ConsensusDOCS LLC. YOU ARE ALLOWED TO USE THIS DOCUMENT FOR ONE CONTRACT ONLY. YOU MAY MAKE 9 COPIES OF THE COMPLETED DOCUMENT FOR DISTRIBUTION TO THE CONTRACT'S PARTIES. ANY OTHER USES, INCLUDING COPYING THE FORM DOCUMENT, ARE STRICTLY PROHIBITED.

**NOT FOR REPRODUCTION
TO ORDER DOCUMENT, VISIT WWW.AGC.ORG/BOOKSTORE**

DESIGN-BUILDER _____ (seal)

By:

Print Name: _____

Print Title: _____

Witness:

(Additional signatures, if any, appear on attached page)

S A M P L E Only
Educational Use Only
S A M P L E

IMPORTANT: A vertical line in the margin indicates a change has been made to the original text. Prior to signing, recipients may wish to request from the party producing the document a "redlined" version indicating changes to the original text. Consultation with legal and insurance counsel and careful review of the entire document are strongly encouraged.

ConsensusDOCS 471 • DESIGN-BUILD PERFORMANCE BOND (Where the Surety is NOT Liable for Design Services) Copyright © 2007, ConsensusDOCS LLC. YOU ARE ALLOWED TO USE THIS DOCUMENT FOR ONE CONTRACT ONLY. YOU MAY MAKE 9 COPIES OF THE COMPLETED DOCUMENT FOR DISTRIBUTION TO THE CONTRACT'S PARTIES. ANY OTHER USES, INCLUDING COPYING THE FORM DOCUMENT, ARE STRICTLY PROHIBITED.