

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD PROJECT

for

INDIAN RIVER INLET BRIDGE

Replacement of Bridge 3-156,
SR1 over Indian River Inlet
State Contract # 26-073-03 Readvertised
Federal Contract # BRN-S050(14)

SCOPE OF SERVICES PACKAGE

CONTRACT DOCUMENTS

APPENDIX 103A

PAYMENT/PERFORMANCE BOND FORM

BOND NUMBER _____

PERFORMANCE/PAYMENT BOND

TO ACCOMPANY AND FOR CONTRACT NO. 26-073-03 Readvertised, FAP NO. BRN-S050(14)
(In the amount of 100% of the total contract award)

KNOW ALL MEN BY THESE PRESENTS That: ~CONTRACTOR NAME~ of
~CONTRACTOR CITY~ in the County of ~CONTRACTOR COUNTY~ and the State of
~CONTRACTOR STATE~ as **Principal** and

_____ of
_____ in the County of _____ and State of
_____ as **Surety**, legally authorized to do business in the State of Delaware ("**State**"), are held
firmly bound unto the **State** in the sum of ~AWARD PRICE WORDS~ (\$
~AWARD PRICE FIG~), to be paid to the **State** for the use and benefit of the Delaware Department
of Transportation ("**Department**"), as well as for the use and benefit of the Division of Revenue in the
case of claims under this bond for any and all taxes due the **State** relating to this contract, for which
payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors,
administrators, successors, and assigns, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the said above bounden
Principal who had been awarded by the **Department** of the **State** a certain contract designated by the
parties thereto as Contract No. 26-073-03 Readvertised, FAP NO. BRN-S050(14) , and the associated
agreement, for construction and completion of a certain Public Works contract within the **State**, shall well
and truly provide and furnish all the materials, appliances and tools and perform all the construction work
and labor required under and pursuant to the terms and conditions of this Contract, and of the proposal,
plans and specifications contained therein, and shall also indemnify and keep harmless the **State** and the
Department, from all costs, damages, and expenses growing out of or by reason of the construction work
and completion of this Contract, and shall well and truly pay all and every person furnishing material and
performing labor in and about the construction of this Contract, all and every sum or sums of money due
him, them or any of them, for all such labor and materials for which the **Principal** is liable; then this
obligation shall be void or else to be and remain in full force and virtue; and every person furnishing
materials or performing labor or services for the **Principal** under the said contract may maintain an action
on this bond for his own use in the name of the **State** in any court of competent jurisdiction for recovery
of such sum or sums of money as may be due such person from **Principal**.

[REMAINDER OF PAGE IS BLANK]

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20__).

SEALED, AND DELIVERED IN THE
presence of

Corporate Seal

Name of Contractor

Attest _____

By: _____
Authorized Signature

Title

Corporate Seal

NAIC# (REQUIRED)

Name of Surety

ADDRESS OF SURETY

TELEPHONE NUMBER OF SURETY

Witness: _____

By: _____
Signature

Title

Social Security Number

ADDRESS

TELEPHONE NUMBER OF SIGNER _____

NOTE: (1) All surety insurers must be licensed and authorized to transact business in the State of Delaware in accordance with Delaware Code, Title 18, Insurance Code.

(2) Pursuant to the licensing requirements of Delaware Code, Title 30, Section 2101, bidder is required under this contract to attach a copy of his trade and/or business license obtained from the State of Delaware, Department of Finance.