

**CONTRACT NO. NAT13001-HYD.DREDGE**

STATE OF DELAWARE

DEPARTMENT OF NATURAL RESOURCES &  
ENVIRONMENTAL CONTROL

DIVISION OF WATERSHED STEWARDSHIP

SHORELINE & WATERWAY MANAGEMENT SECTION

**PROJECT NAME: SILVER LAKE REHOBOTH –  
HYDRAULIC DREDGING**

**Silver Lake, Rehoboth**

**INVITATION FOR BIDS**

**BID PACKAGE**

**AND**

**SPECIFICATIONS**

**COMPLETION: 60 Working Days**

The attached colored copies of "Proposal and Schedule of Prices" in this booklet must be submitted and turned in for Bidding.

**BIDS DUE BY 1:00 PM ON April 12<sup>th</sup>, 2013**

**DNREC Division of Watershed Stewardship**

**NOTICE AND  
INVITATION TO BID**

The DNREC Division of Watershed Stewardship is inviting **Bids** for **Contract No. NAT13001-HYD.DREDGE** for the hydraulic dredging of the northern portion of Silver Lake, Rehoboth during the summer of 2013. Project shall include, but not be limited to, (1) the hydraulic dredging of Silver Lake Rehoboth to a minimum depth of 3' below normal water level, (2) construction of a fenced off sediment dewatering facility which the dredge material will be pumped into, (3) the removal and disposal off-site of the dewatered material, and (4) the restoration of the sediment dewatering facility to it's existing condition.

The work site is located near Rehoboth, in Sussex County, Delaware.

Bids will be received until 1:00 PM, April 12<sup>th</sup>, 2013 in the DNREC Division of Watershed Stewardship 89 Kings Highway Dover, DE 19901, when they will be opened and read publicly. Specifications and instructions to bidders may be obtained from Mr. Stephen Wright at this office after March 15<sup>th</sup>, 2013.

The Department may extend the date and time for the opening of bids from that described herein with not less than five calendar days notice, by certified mail, to those prospective bidders who obtained copies of the bidding documents.

There will be a pre-bid meeting on **March 28<sup>th</sup>, 2013 at 1:00 PM** at the site to answer any questions regarding the project.

**The completion time shall be 60 Working Days for the hydraulic dredging portion of the contract, dewatering will occur over the fall/winter of 2013, dewatering facility removal and disposal will occur summer of 2014.**

The terms of the contract shall require a bid security equivalent to 10% of the total bid amount and a performance & payment bond. A 5% Retainage is required upon payment(s) to be held for six months following completion of the contract.

DNREC Division of Watershed Stewardship prohibits discrimination in its programs on the basis of race, color, national origin, sex, religion, age, disability, political belief and marital or family status.

Collin O'Mara  
Secretary

## INSTRUCTIONS TO BIDDERS

The scope of this contract is as described these General and Special Provisions.

Specifications and additional information are provided herein.

Bids shall be made by completing and submitting the "**Proposal and Schedule of Prices**" and the "**Bid Security**" portions of this booklet.

Bid envelope shall carry a clear notation in the lower left quadrant, "**Bid for Silver Lake Rehoboth Hydraulic Dredging - DNREC Contract No. NAT13001-HYD.DREDGE**".

Award, if any, will be made to the lowest and most responsive bidder. The Department reserves the right to reject all bids and to waive minor irregularities and to refuse award to any bidder who has not satisfactorily completed work on a previous Department project. Successful bidder shall be licensed and authorized to do business in the State of Delaware.

Bid Security:	<b><u>REQUIRED</u></b>
Performance & Payment Bond:	<b><u>REQUIRED</u></b>
Retainage:	<b><u>REQUIRED- 5% of contract payments</u></b>

Mailing Address: DNREC Division of Watershed Stewardship  
89 Kings Highway  
Dover, DE 19901

## GENERAL PROVISIONS

All bids shall be accompanied by a deposit of either a good and sufficient bond to the State of Delaware for the benefit of the Department, with corporate surety authorized to do business in the State of Delaware, with warrant of attorney to confess judgment, or a certified check drawn on a responsible banking institute, paying to the order of the State of Delaware for Ten (10) percent of the total amount of the bid which deposit is to be forfeited as liquidated damages in case the bid is accepted and the bidder shall fail to execute a contract within twenty (20) calendar days after notification of award.

The deposit shall be returned to the successful bidder upon execution of the contract and the deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract.

Upon award of the contract, the contractor shall execute the contract and provide a performance and payment bond within 20 calendar days after contract award.

The hydraulic dredging and site stabilization portions of the project shall be completed within 60 Working Days and time charges shall commence as specified in the "Notice to Proceed" letter. Section 101.91 "Working Day" of DeIDOT Specifications is revised as follows: Item 4 in the first sentence is deleted. The final removal of the dewatered material and demobilization of the dewatering facility shall take place during the summer of 2014 as detailed by the DNREC project manager at the pre-bid meeting. Work days shall be charged between December 16 and March 15 when the weather is deemed suitable by the Department for prosecution of the work on the contract.

The Department will issue to the Contractor a Notice to Proceed which will stipulate the date on or before which the Contractor is expected to begin work. The date specified in the Notice to Proceed will be at least ten calendar days subsequent to the date of issuance of the Notice to Proceed. No work is to be started before receipt of the Notice to Proceed. The specified contract time shall begin on the day the work actually starts or on the date stipulated in the Notice to Proceed, whichever is earlier.

In the event the contractor fails to complete the project in the contract specified period, default shall be announced. At that time, the Department shall offer to let the contractor continue under the specific liquidated damage assessment of **\$100 per Working Day**. If the Contractor rejects the offer, the Department reserves the right to terminate the contract. Compensation for work completed and materials provided to the job will be calculated by the Department. After a deduction for necessary administrative costs associated with terminating the contract, payment will be made to the Contractor of the remaining funds.

### NON-DISCRIMINATION

DNREC Division of Watershed Stewardship prohibits discrimination in its programs on the basis of race, color, national origin, sex, religion, age, disability, political belief and marital or family status. Contractors and subcontractors working on DNREC contracts shall comply with these requirements.

**HOLIDAYS**

All Saturdays, Sundays, and Holidays as listed below are non-work days for the Department. The Department will consider allowing the contractor to work on Saturdays, Sundays, and Holidays providing a written request is received at the Department office at least 3 calendar days prior to the event and the Contractor agrees to reimburse the Department at 1.5 times the inspector's hourly billing rate for Saturdays and 2.0 times for Sundays or Holidays up to eight (8) hours. No more than eight (8) hours shall be worked. No work is to be performed without approval of the Department. If the Contractor receives permission and works on a Sunday or holiday, full working days will be charged, weather permitting. No time will be charged for work on Saturdays.

**\*\*\*Official State Holidays for Calendar 2013\*\*\***

January	01, 2013	New Year's Day Holiday
January	21, 2013	Martin Luther King Jr. Day
March	29, 2013	Good Friday
May	27, 2013	Memorial Day
July	04, 2013	Independence Day
September	02, 2013	Labor Day
November	11, 2013	Veterans Day
November	28, 2013	Thanksgiving Day
November	29, 2013	Thanksgiving Friday
December	25, 2013	Christmas Day

**SUSPENSION OF WORK**

- a. The Contracting Officer may order suspension of the work in whole or in part, commencing with the day after receipt of the Notice to Proceed by the Contractor, due to weather or the effects of weather at the site, for such time as he considers it unfavorable for satisfactory prosecution of the work.
- b. When the Contracting Officer orders suspension under (a) of this clause, working days will not be charged if:
  1. All major work items are suspended. Minor items as designated by the Department and work of an emergency, protective or maintenance nature may be performed at any time, and
  2. The hours lost per work day equals 6 or more hours.
- c. When the Contracting Officer orders any suspension of the work under this clause, the Contractor shall not be entitled to any cost or damage resulting from such suspension.
- d. The contract completion date shall be modified in writing accordingly when this clause is applicable.

**WORK SCHEDULE**

A work schedule is not required for this contract.

**INSURANCE**

The Contractor will maintain insurance coverage in amounts not less than the following: (a) Workers Compensation with Statutory Employer Liability Limits for the state or states in which the work is to be performed; (b) Comprehensive General Liability Insurance including Products and Completed Operations and Blanket Contractual Liability in the amount of \$1,000,000 per occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products and Completed Operations Aggregate / \$1,000,000 Personal Injury and Advertising Liability / \$50,000 Property Damage Liability / and \$10,000 Medical Payments. In addition to the foregoing, contracts that involve Professional Liability (Errors and Omissions) the contractor will be required to maintain at least a Limit of Liability of \$500,000 per Claim with at least \$500,000 Policy Aggregate. The Contractor will maintain all coverage in force for the duration of the contract and have issued a Certificate of Insurance to the Department. In the event of cancellation of any insurance coverage the Department requires a 30 day notice prior to cancellation. The Contractor shall hold the Department and its agents harmless from claims resulting from events pertaining to this contract such as, but not limited to, trespass, property damage, personal injury, poor workmanship, inferior materials, liens of suppliers and subcontractors, and theft.

**UTILITIES**

It shall be the Contractor's responsibility to accurately locate all existing utilities such as gas, sewer, electric, water, telephone, etc. The Contractor shall take every precaution to prevent damage to any utility facilities. The Contractor shall be financially responsible for the repair of any utilities damaged as a result of his construction activities. The following shall be contacted for assistance in identifying the locations of utilities prior to commencing any activities on the project.

MISS UTILITY

1-800-282-8555

The Contractor shall contact the appropriate utility companies at least ten days prior to construction when adjustment or relocation is necessary. Upon approval of the estimate by the Department, the Contractor shall submit invoices for the relocation work to the Department for payment. These costs shall not be included in any bid prices for the contract.

**PERMITS AND EASEMENTS**

The Department shall obtain any anticipated permits required for the project.

Construction Easements have been granted to the Department by affected property owners and are available upon request to the DNREC office.

The Contractor shall be responsible for any additional permits required for construction. Additional permits may include, but not limited to: ingress/egress, construction rights-of-way, DelDOT Temporary Construction Entrance permits, etc.

**PROPERTY MARKERS**

The Contractor shall be responsible to protect any identified or found property markers or

monuments and shall replace, at the Contractor's own expense, any markers or monuments disturbed during construction using a Delaware Professional Land Surveyor (PLS) or Delaware Professional Engineer (PE). The PLS or PE shall provide a letter certifying and describing the work done in resetting any markers or monuments.

## **REGULATIONS**

The Contractor and all Subcontractors shall comply with all applicable Federal, State, County and Municipal laws, rules and regulations during the construction of this project, including but not limited to the following:

- Construction Occupational Safety and Health
- Equal Employment Opportunity
- Sediment and Storm Water Management

**These contract documents do not include the necessary components for construction safety. It is the overriding intention of the parties of this contract that nothing in this paragraph requires the Department, its employees or its agents to be responsible for any aspect of safety during construction of this contract or to ensure that the Contractor follows whatever safety regulations which may be applicable.**

## **THIRD PARTY AGREEMENTS**

The Contractor shall obtain the Department consent prior to making any third party agreements with regard to this contract.

## **SUBCONTRACTORS**

All proposed Subcontractors shall be approved in writing by the Department prior to any work being done by same. The Contractor shall perform a minimum of 50% of the work on the contract with his own forces.

## **EXAMINATION OF SITE, PLANS AND SPECIFICATIONS:**

The bidder shall examine carefully the site of the proposed work, the proposal, plans and specifications and contract forms before submitting a proposal. The submittal of a bid shall be prima facie evidence that the bidder has made such examinations and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications and contract. No additional payments shall be made for the completion of this contract, other than payment for the bid items included herein except as provided in these specifications.

## **CHANGE IN SCOPE OF WORK**

The Department reserves the right to change the scope of work through alteration, addition or deletion. If such changes involve other than increasing or decreasing contract bid quantities, the Department will initiate cost negotiations for the extra work. The Contract Officer shall reserve the right to issue unilateral work directives and payment when agreement cannot be reached.

**CHANGE OF CONTRACT BID QUANTITIES**

The Department reserves the right to increase or decrease contract quantities at the contract unit bid prices. Any such changes in contract quantities shall not be grounds for changes in the unit bid prices.

**INSPECTIONS**

A semi-final inspection will be held at the request of the Contractor, at completion of the hydraulic dredging portion of the project. This inspection will include a sub-surface survey performed by DNREC personnel to determine that the required dredge depth has been reached. Any deficiencies will be noted at that time. Any requests for additional compensation shall be made at that time by the Contractor. Payment, less 5% retainage, will be made within 30 days of the semi-final acceptance of all work. An inspection will be held after final site cleanup has been completed, and final payment will be made if all work is found satisfactory and all required reports, drawings, etc. turned in and accepted.

**PAYMENTS**

The DNREC Division of Watershed Stewardship will make a lump sum payment every 30 calendar days as the Contractor submits estimates for work completed on the bid schedule and as determined and approved by the Project Manager for projects to be completed in greater than 45 working days. In making such progress payments, there shall be retained 5% of the estimated amount until final inspection and acceptance of the contract work. The retainage of 5% shall be held by the Department for six months after the semi-final inspection and may be used to make repairs to any defects in materials or workmanship which may become evident during this time period in the event that the Contractor does not make such repairs at his expense. A final inspection will be conducted approximately six months after the semi-final inspection, at which time the final acceptability of the project will be determined. Retainage will be returned to the Contractor when all work, including reports, drawings, etc., is found acceptable.

**DEFINITIONS**

Contracting Officer	Department official, or designee authorized to enter into all money obligating contracts.
Program Manager	Administers the DNREC Division of Watershed Stewardship Drainage Program construction projects. The Program Manager may make recommendations for changes in contract quantities, extra work items, direct field changes, hear contractor claims, and coordinates Engineer's activities.
DeIDOT	The Delaware Department of Transportation
DeIDOT Specifications	The Delaware Department of Transportation's Standard Specifications for Road and Bridge Construction dated August 2001 with any addenda or Supplemental Specifications issued.
Disposal Off Site	Disposal off site requires that materials will be disposed of at an approved facility or an operating landfill. The contractor must notify the Department as to the location of the disposal site. If other than a previously approved facility or operating landfill will be used, the contractor is responsible to obtain all permits, approvals, investigations, etc. required to use such site and must provide documentation of same to the Department.
Department	The Delaware Department of Natural Resources and Environmental Control
Engineer	Responsible for project design. May approve shop and/or working drawings.
Fixed Price Item	A fixed price item is defined as an item where the Department establishes the price of the item in the contract bidding documents. The Contractor, by virtue of bidding the contract, agrees to do the work at the price stated in the bidding documents for the actual number of bid units which are completed and accepted.
Fixed Quantity Item	A fixed quantity item is defined as an item where the Department determines the fixed quantity in the bidding documents, which will be used as measurement for payment of the item of work, realizing that the actual quantity of work performed on the project may vary somewhat either above or below the established fixed quantity. By virtue of the Contractor bidding the contract, he shall agree to do the work at the contract unit price bid for the exact quantity stated in the bidding documents. The exact quantity established in the bidding documents shall only be adjusted as provided in these specifications under "Basis of Payment For Fixed Quantity Items".
Inspector	Individual representing Department on site who ensures quantity and quality of work completed is in accordance with specifications.
Change Order	Written order issued by Contracting Officer to the Contractor to change, add or delete work.
Planner	Responsible for developing scope of project in conjunction with Engineer,

landowners and Department officials.

NRCS Specifications Standard Specifications of the U.S. Department of Agriculture, Natural Resources Conservation Service.

Working Day A working day is defined as any calendar day exclusive of Saturdays, Sundays or State holidays when the Contractor can prosecute the work. The application and interpretation of work day charges will be in accordance with DelDOT Specifications except **work days shall be charged between December 16 and March 15 when the weather is deemed suitable by the Department for prosecution of the work on the contract.**

### **BASIS OF PAYMENT FOR FIXED QUANTITY ITEMS**

When indicated on the plans, special provisions or bidding documents, certain items may be paid for on an estimated fixed quantity item basis. Such items will be specifically identified as **Estimated Fixed Quantity (EFQ)** items. Where this occurs, the method of measurement and basis of payment indicated in DelDOT Standard Specifications for such items are deleted.

When estimated fixed quantities are indicated, the only quantities for which payment will be made are the estimated quantities as shown in the proposal at the unit price bid.

The bidder should check the estimates and make his/her own appraisal of the amount of labor, equipment, and/or material required to complete the work in accordance with the plans and specifications. No allowance will be made or claims considered for any quantities used in completing the work in excess of those given in the proposal unless changes are authorized in writing by the Engineer.

In the case where the actual quantities differ from the fixed quantities indicated in the proposal by more than 25%, additions or deductions will be made to or from the proposed quantities for the actual volume or amounts in excess or deficient of the 25%, with payment adjusted in accordance with the unit bid price of the item. No claim shall be made by the Contractor for anticipated profits or for the costs of other items of work which he may have included in the item. The Contractor is cautioned not to include any other hidden contract costs or unbalanced bidding in the item.

### **MINIMUM WAGE RATES**

The rates of wages contained herein shall be the minimum wage rates to be paid by the Contractor and any Subcontractor on the project when costs of this contract exceeds \$100,000.00 for new construction (including painting and decorating) or \$15,000.00 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating) of buildings or works.

A workday shall be considered eight hours and any employee of the Contractor or Subcontractor shall be paid time and one-half for any work done in excess of forty hours per week.

The Contractor shall forfeit as a penalty to the State of Delaware the sum prescribed by Delaware Law for each laborer, workman or mechanic employed for each calendar day, or portion thereof, for when such laborer, workman or mechanic is paid less than the stipulated rates for any work done under the said contract, by him, or any Subcontractor under him.

DNREC Division of Watershed Stewardship shall withhold and retain there from all sums and

amounts which shall have been forfeited pursuant to these stipulations, provided however, that no sum shall be withheld or retained except from final payment without a full investigation by the Contract Officer.

Contractor may withhold from any of his Subcontractors sufficient sums to cover any penalties withheld by State of Delaware due to the Subcontractor's failure to comply with the terms of this contract.

Nothing in this contract, however, shall be construed to prohibit the payment to any laborer, workman or mechanic employed on work in the scope of this contract of more than the stated wage rate.

In the event that any sum shall be withheld or forfeited under the terms set forth, it shall be the duty of the State of Delaware to determine the amount due and owed to the laborers, mechanics and workmen under the terms of this contract and make full restitution of same from the amount so withheld.

**The Delaware Code (Title 29, Chapter 69, Section 6960, Paragraph (c)) requires the contractor to keep and maintain the sworn payroll information for a period of 2 years from the last day of the work week covered by the payroll.**

If the Contractor needs further clarification pertaining to prevailing wage rates, the Department has on file two publications published by the Delaware Department of Labor, entitled "Delaware Prevailing Wage Regulations" and "Classification of Workers Under Delaware Prevailing Wage Law." These publications are available for review upon request. These documents and other relevant information can also be found online at:

<http://www.delawareworks.com/industrialaffairs/services/LaborLawEnforcementInfo.shtml#pw1>

**WAGE RATES**

STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
OFFICE OF LABOR LAW ENFORCEMENT  
PHONE: (302) 451-3423

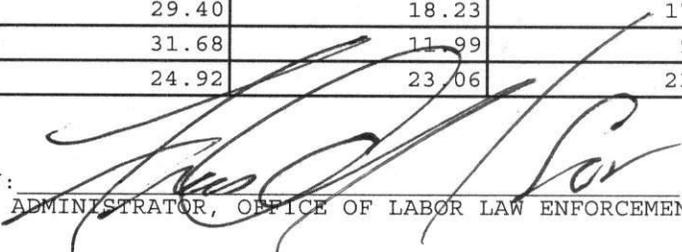
Mailing Address:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

Located at:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

PREVAILING WAGES FOR **HEAVY CONSTRUCTION** EFFECTIVE MARCH 15, 2012

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	20.23	18.60	40.43
BOILERMAKERS	65.47	30.73	56.37
BRICKLAYERS	44.98	22.19	23.83
CARPENTERS	49.06	49.06	39.22
CEMENT FINISHERS	23.01	22.94	17.35
ELECTRICAL LINE WORKERS	34.86	26.30	25.89
ELECTRICIANS	59.10	59.10	59.10
GLAZIERS	19.54	16.96	11.48
INSULATORS	50.38	50.38	50.38
IRON WORKERS	58.70	25.54	55.78
LABORERS	37.20	37.20	37.20
MILLWRIGHTS	60.85	60.85	47.42
PAINTERS	56.07	56.07	56.07
PILEDRIVERS	66.42	37.64	29.30
PLASTERERS	18.40	15.97	10.80
PLUMBERS/PIPEFITTERS/STEAMFITTERS	70.08	21.62	17.12
POWER EQUIPMENT OPERATORS	55.81	28.48	55.81
SHEET METAL WORKERS	29.40	18.23	17.13
SPRINKLER FITTERS	31.68	11.99	9.93
TRUCK DRIVERS	24.92	23.06	23.27

CERTIFIED: 3/5/13

BY:   
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**NOTE:** THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

**PROJECT:** Silver Lake Rehoboth Hydraulic Dredging, Sussex County



## STANDARD SPECIFICATIONS

The specifications shown in these general provisions, standard specifications and special provisions will prevail on this job. Any questions concerning specifications should be directed to the Engineer. Unless otherwise specified in these contract documents, DeIDOT Standard Specifications, August 2001, with any and all Supplemental Specifications and addenda shall apply, and are hereby made part of this contract as fully and with the same effect as if attached or set forth at length herein.

DeIDOT Standard Drawings shall govern the details required for the construction of curbs, gutters, sidewalks, drainage inlets, manholes, junction boxes, etc. unless otherwise required in these specifications.

In case of a discrepancy between the special provisions, plans, general provisions or standard specifications, the following order of precedence shall prevail:

First priority -	Special Provisions
Second priority -	General Provisions
Third priority -	Standard Specifications

### CONTRACT INSPECTION:

An inspector representing the Department will be present on the project.

### CONSTRUCTION SPECIFICATIONS

## SPECIAL PROVISIONS

### GENERAL DESCRIPTION OF PROJECT

Dredge the western finger portion of Silver Lake to a depth of 3.0 feet, via hydraulic method, and tie into existing 3.0 foot contours downstream. Estimated quantity to be removed from the lake is 5,000 cubic yards. Excavated material will be pumped into Geotubes located at a nearby staging area (Cape Henlopen School District (CHSD) Property – Rehoboth Elementary School). Material will dewater, settle and compact within bags. Once the material has consolidated within bags, bags will be opened and material will be truck hauled offsite for final disposal.

- Estimated site preparation and dredging time – 2 months.
- Estimated time for material to consolidate in bags – 7 to 8 months.
- Estimated time for removing material from staging area and site clean-up – 2 to 3 weeks.
- Dredging shall be conducted in the summer of 2013 when school is not in session. Hydraulically dredged material and Dewatering Facility shall be removed from the site and restoration of school grounds be conducted in summer of 2014 when school is not in session.
- Sediment proposed for dredging has been analyzed for contaminants. Concentrations of contaminants are not at levels expected to result in any human health risks if placed in an upland area.

### CONSTRUCTION METHODOLOGY

Area Needed for Staging Project: 2.0 (+/-) acres (600 ft. by 150 ft.).

- Develop and receive approval for erosion and sediment control plan for staging area.
- Install erosion controls and temporary 6' tall chain link fence around entire perimeter of staging area affected by construction.
- Use a bulldozer to remove topsoil and create a small berm (2.5 feet high) within fenced area.
- Construct a 10 ft. by 10 ft. basin at eastern side of bermed area for return water to lake.
- Lay plastic liner within bermed area.
- Lay Geotubes on liner.
- Lay two 8-inch pipelines along perimeter of school property, one for discharge of dredged material into Geotubes and one for return water to lake.
- Dredge 5,000 (+/-) cubic yards from lake.
- Remove pipeline and ancillary equipment from staging area.
- Allow material in Geotubes to dewater, settle and compact for rehandling.
- Open Geotubes and remove material from staging area via dump truck and transport to offsite location for final deposition.
- Restore staging area by regrading berm and stabilizing per the approved erosion and sediment control plan (e.g. seed, mulch, sod).

**ENVIRONMENTAL PERMITTING COMPLIANCE**

The Contractor shall comply with all aspects and requirements of the permits obtained by the Department. The costs involved in meeting these requirements shall be included in the bid items in this contract. No separate payment shall be made for compliance with these regulations other than those individual bid items which are specifically listed in this contract.

**ACCESS TO THE SITE:**

Will be detailed at the pre-bid meeting.

**CONSTRUCTION LIMITS**

The construction right-of-way or work area limits shall be established at the pre-bid meeting on site, and staked on-site prior to start of construction.

**ITEM # 251 SILT FENCE**

**DESCRIPTION OF WORK** - Silt Fence shall consist of furnishing and placing silt fence as directed in the field or as shown on the plans. The silt fence shall be embedded at least 8" into the ground and supporting posts shall be placed along the fence at intervals not exceeding 6'. The posts shall be at least 40" long with a minimum of 16" being driven into the ground. Silt Fence shall be firmly stretched and securely fastened to the posts with wire ties or staples. Reinforcing strips, attaching the fabric to the posts, shall be provided to prevent wind damage. The contractor shall be responsible for maintaining the silt fence for the duration of the contract and removing the silt fence upon completion of the project (or until a satisfactory stand of grass is established) and the costs thereof shall be included in the price bid for this item.

**MATERIALS REQUIREMENTS** - Posts shall be composed of either steel T or U sections or 2"x 2" hardwood. Silt Fence shall be 24" wide filter cloth such as Mirafi 100X, Geotex 915 SC, Amoco ProPex 2130, or approved equal.

**METHOD OF MEASUREMENT** - The number of lineal feet of Silt Fence to be paid for under this item shall be the actual number of linear feet of Silt Fence installed in accordance with these specifications, measured from end to end along the alignment of the installation, complete, in place, and accepted.

**BASIS OF PAYMENT** - The linear feet of silt fence as determined above shall be paid for at the contract unit bid price bid for this item which price and payment shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the item.

**ITEM #268 STABILIZED CONSTRUCTION ENTRANCE**

**DESCRIPTION OF WORK** - A Stabilized Construction Entrance shall consist of constructing a stabilized aggregate pad on a filter cloth base at any point or points where construction traffic will be entering the construction site to or from a public right-of-way, street, alley, sidewalk or parking area. These points will generally be identified on the plans or designated by the engineer in the field. The contractor shall be responsible for maintaining the stabilized construction entrance for the duration of the contract and removing the stabilized construction entrance upon completion of the project and the costs thereof shall be included in the price bid for this item. Should existing curb or sidewalk be damaged during installation, use, or removal of the stabilized construction entrance, the contractor will replace the damaged curb or sidewalk at no additional expense to the contract. Replacement will be incidental to this item.

**MATERIALS AND METHOD OF CONSTRUCTION** - Stone shall be clean crushed aggregate 2" nominal size. Filter cloth shall be Type GS-1, or approved equal as specified in the Delaware Sediment and Erosion Control Handbook Appendix A-3. Construction shall be as shown on the plans.

**METHOD OF MEASUREMENT** - The quantity of Stabilized Construction Entrances to be paid for under this item shall be the actual number of stabilized construction entrances constructed in accordance with the plans and specifications, complete, in place, and accepted.

**BASIS OF PAYMENT** - The number of Stabilized Construction Entrances as determined above shall be paid for at the contract unit price bid for this item which price and payment shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the item, including replacement of damaged curb and sidewalk, if necessary.

**ITEM # 302 GRADED AGGREGATE BASE COURSE**

**DESCRIPTION OF WORK** - Graded Aggregate Base Course shall conform to the materials and construction methods requirements of DeIDOT's Specifications for Section 302.

**MATERIALS** - Graded aggregate shall conform to the requirements of Section 821, Type B of the DeIDOT Standard Specifications.

**METHOD OF MEASUREMENT** - Graded Aggregate Base Course shall be measured by the ton as verified by certified weight slips.

**BASIS OF PAYMENT** - The quantity of Graded Aggregate Base Course, as measured above, shall be paid for at the contract unit price bid per ton for this item, which price and payment shall be full compensation for furnishing and placing Graded Aggregate Base Course in accordance with the plans and specifications.

**ITEM #712 RIPRAP**

**DESCRIPTION OF WORK** - This item shall consist of furnishing and placing riprap of the class required by the contract in accordance with these specifications and in reasonably close conformity with the lines, grades, dimensions and locations shown on the plans or established by the Engineer. This item shall also include excavation, furnishing and placing geotextile fabric when shown on plans, removal of unsuitable material, backfill, embankment and clearing and grubbing as may be required to complete the work as indicated on the plans, or as directed.

**MATERIALS** - Stone for riprap shall be sound, durable, and hard, free from lamination, weak cleavages and undesirable weathering. All stone shall be new, rough quarry stone approximately rectangular in cross section and free from thin slab pieces having a maximum dimension more than two and one-half times the least dimension. Geotextile fabric shall be in accordance with "Delaware Erosion and Sediment Control Handbook", Appendix A-3 Geotextile Application Guide Type GS-1.

**GRADATIONS- LARGE RIPRAP (DELDOT SPECIFICATIONS)**

**Percent Passing (Square Openings) by Weight**

<b>NCSA* Rock Size</b>	<b>Weight**</b>	<b>R-7</b>	<b>R-6</b>	<b>R-5</b>	<b>R-4</b>
30"	± 1800#	100***			
24"	± 900#		100***		
18"	± 400#	15-50		100***	
12"	± 100#		15-50		100***
9"	± 50#	0-15		15-50	
6"	± 15#		0-15		15-50
4"	± 5#			0-15	
3"	± 1.6#				0-15

\* National Crushed Stone Association

\*\* Maximum Weight Stone – Estimated and Informational Only

\*\*\* Maximum Allowable Rock Size

**The contractor will provide certification from the supplier that the riprap furnished for the project meets the requirements of the specifications.**

**METHOD OF MEASUREMENT** - Stone for this section shall be measured by the ton as verified by certified weight slips showing the net weight for each load of stone delivered and incorporated into the project.

**BASIS OF PAYMENT** - The tonnage measured as provided above placed and accepted shall be paid for at the contract unit price per ton bid for riprap, which price and payment shall be full compensation for excavation, furnishing and placing riprap and geotextile fabric when shown on plans, removal and disposal of unsuitable material, backfill, embankment, clearing and grubbing and for all labor, equipment, tools and incidentals necessary to complete the item.

**ITEM #714 DITCHING**

**DESCRIPTION OF WORK** - Ditching shall consist of excavating lateral or longitudinal ditches to the grades and typical section shown on the plans. This item also includes any necessary clearing along side the ditch. All material excavated shall be spread on top of the land on each side of the ditch and graded to conform with the surface contours of the adjacent land. Any excavated material deemed by the District to be excess shall be disposed of off site at the Contractor's expense.

**METHOD OF MEASUREMENT** - The number of linear feet to be paid for under this item shall be the actual number of linear feet of ditching measured from end to end completed in accordance with the plans and specifications and accepted.

**BASIS OF PAYMENT** - The number of linear feet of ditching as determined above shall be paid for at the contract unit price bid for this item which price and payment shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the item, including clearing, grubbing, excavation, brush removal and finish grading of excavated material on the sides of the ditch.

**ITEM #732 TOPSOIL**

**DESCRIPTION OF WORK** - This item shall consist of furnishing and placing topsoil for establishing vegetative cover when there is an insufficient quantity of topsoil salvaged from the job site to meet project requirements. Topsoil shall be spread to an uncompacted depth of four inches to conform with required final grades. The Contractor shall disc, scarify and loosen all topsoiled areas before seed or sod is applied.

**MATERIAL** - Topsoil shall be a loam, sandy loam, silt loam or other soil approved by the Engineer. It shall not contain subsoil, slag, cinders, stones, lumps of soil, sticks, roots, trash or other extraneous material larger than 1-1/2" in diameter.

**NOTE: Topsoil may be paid either by weight or lump sum. The bidder is instructed to refer to the "PROPOSAL AND SCHEDULE OF PRICES" included in this bid package to determine which method applies to this contract.**

**METHOD OF MEASUREMENT** - When paid by weight, the quantity of topsoil to be paid will be the actual number of tons provided, as documented by certified weight slips, complete, in place, and accepted.

When paid lump sum, topsoil will not be measured; however, the work to be paid for shall be that required to complete the project, performed in accordance with the requirements of these specifications, complete, in place, and accepted.

**BASIS OF PAYMENT** - The quantity of Topsoil, measured as determined above as applicable to this contract, will be paid at the contract unit price bid for this item, which price and payment shall be full compensation for preparation of the grade, furnishing, hauling and placing all materials, and for all labor, equipment, tools and incidentals necessary to complete the work.

**ITEM #734, 735 SEEDING AND MULCHING**

**DESCRIPTION OF WORK** - All disturbed areas shall be seeded and mulched as specified herein. To conform with Sediment and Storm Water Management requirements, all disturbed areas shall be seeded and mulched within 14 calendar days following exposure.

The area(s) to be seeded shall be disked or scarified to a depth of 4" to form a loose, friable layer of soil, free of clods, rocks and extraneous matter one inch or more in diameter, and shaped to the prescribed grade.

Fertilizer, 10-10-10, shall be applied at a rate of 500 lb. per acre.

Ground limestone shall be applied at a rate of 1 ton/acre.

A seed mixture by weight of 90% Hard Fescue blend (combination of improved certified varieties with SR-3000 representing a minimum of 50% by weight of the total) and 10% Perennial Ryegrass shall be applied at a rate of 110 lb. per acre unless otherwise specified on the plans. The contractor shall furnish a certificate from the seed supplier that the seed mix is composed of the proportions as specified per plans, or if not specified per plans to the above specification.

Mulch shall be furnished and installed per the Delaware Erosion and Sediment Control Handbook, section 3.4.5.

**NOTE: Seeding and Mulching may be paid either by surface area measurement or lump sum. The bidder is instructed to refer to the "PROPOSAL AND SCHEDULE OF PRICES" included in this bid package to determine which method applies to this contract.**

**METHOD OF MEASUREMENT** - When paid by surface area measurement, the quantity of seeding and mulching to be paid will be the total number of square yards of area actually seeded and mulched in accordance with the plans, or as directed, complete, in place, and accepted. Measurement will be made along the ground surfaces of the areas treated

When paid lump sum, seeding and mulching will not be measured; however, the work to be paid for shall be that required to seed and mulch the areas disturbed for construction, performed in accordance with the requirements of these specifications, complete, in place, and accepted.

**BASIS OF PAYMENT** - The quantity of Seeding and Mulching required to restore all disturbed areas, measured as determined above as applicable to this contract, will be paid at the contract unit price bid for this item, which price and payment shall be full compensation for furnishing and placing all materials, and for all labor, equipment, tools, and incidentals necessary to complete the work.

**ITEM #763 INITIAL EXPENSE**

**DESCRIPTION** - Initial expense shall consist of all work and operations necessary for the assembling and setting up for the project and disassembling, cleaning up, and leaving the site. All excess material, debris, equipment, etc., shall be removed from the site upon completion of the contract. This item includes the movement of personnel and equipment to and from the site, the establishment and removal of contractor's office, shops, plants, storage areas, sanitary and other facilities required by the specifications and special provisions of the contract as well as by local or state law and regulation, and all other work and operations which must be performed prior to beginning work on compensable items or leaving the site after all compensable items are completed at the project site. The cost of required insurance and bonds and/or any other expenses required for the start or finish of work shall be included in this item. The determination of the adequacy of the contractor's facilities shall be made by the Division. Layout is included in this item. The contract bid price for this item is limited to an amount up to a maximum of 10% of the total contract price excluding the bid price for this item.

**CONSTRUCTION METHODS** - All work done in providing the facilities and services under this item shall be done in a safe and workmanlike manner.

**METHOD OF MEASUREMENT**- This item will not be measured, but will be paid for at the contract lump sum price bid for "Initial Expense."

**BASIS OF PAYMENT** - Basis of payment will be 50 percent of the lump sum bid price payable on the first monthly estimate, subsequent to the contractor's moving in of all necessary facilities that would enable him to satisfactorily begin work on the preliminary contract items. The remaining 50 percent will be payable on the last monthly estimate, after all other compensable items have been satisfactorily completed and the contractor has satisfactorily vacated the site. Payment for "Initial Expense" will be made only once regardless of the fact that the contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and back again.

**ITEM #SP1 DEWATERING FACILITY**

**DESCRIPTION** – The dewatering facility will be constructed by the contractor including the installation of temporary privacy construction fencing around the entire perimeter of the dewatering facility to a height of no less than 6'. Existing topsoil shall be excavated, and stockpiled on site (per DNREC Erosion and Sediment Control standards and specifications) to generate a level surface of 0.5% slope or less complying to Geotube (or approved equals) manufacturers specifications. A 2.5' tall berm shall be constructed inside of the privacy fence around the dewatering facility to minimize runoff from the facility. Construction of a 10' x 10' basin at eastern side of bermed area for return water to lake. Lay down plastic liner to protect groundwater from dewatering process through inside of the bermed area. Place Geotubes per manufacturers specifications and recommendations. Two 8-inch pipelines will be placed, one for pumping hydraulically dredged material from Silver Lake to the dewatering facility, and the other to return water to lake. Upon completion of the Hydraulic Dredging operation material shall be allowed to dewater, settle and compact within the facility prior to disposal off-site by the contractor. Dewatering Facility shall be restored by the contractor to pre-existing condition. Plastic liner, geotubes, and all other construction debris must be removed. The dewatering facility shall be regraded to remove basin, berms and respreads topsoil. All disturbed areas shall be seeded and mulched per DNREC standards and specifications.

**MATERIALS** – Geotube Dewatering Container (or approved equal) shall be constructed from materials conforming to the following ASTM standards for Wide Width Tensile Strength and Elongation (ASTM D4595), Seam Strength (ASTM D4884), Puncture Strength (ASTM D6241), Apparent Opening Size (ASTM D4751), Water Flow Rate (ASTM D4491), UV Resistance (ASTM D4355), and Pore Size Distribution (ASTM D6767). Minimum requirements available upon request.

**CONSTRUCTION METHODS** - All work done in providing the facilities and services under this item shall be done in a safe manner, all materials to be placed per manufacturers specifications and approved erosion and sediment control standards.

**METHOD OF MEASUREMENT**- This item will not be measured, but will be paid for at the contract lump sum price bid for "Dewatering Facility."

**BASIS OF PAYMENT** - Basis of payment will be 50 percent of the lump sum bid price payable on the first monthly estimate, subsequent to the contractor's moving in of all necessary facilities that would enable him to satisfactorily begin work on the preliminary contract items. The remaining 50 percent will be payable on the last monthly estimate, after all other compensable items have been satisfactorily completed and the contractor has satisfactorily vacated the site.

**ITEM #SP2 HYDRAULIC DREDGING**

**DESCRIPTION** – Item shall consist of the hydraulic dredging of Silver Lake Rehoboth to a depth of 3 feet below normal water level. Prior to start of construction DNREC personnel shall perform a survey of the Lake to determine current grade. A second survey will be performed after contractor has stated that the hydraulic dredging is complete and a total volume in cubic yards will be calculated.

**CONSTRUCTION METHODS** - All work done in providing the facilities and services under this item shall be done in a safe manner, all materials to be placed per manufacturers specifications and approved erosion and sediment control standards.

**METHOD OF MEASUREMENT**- This item will not be measured, but will be paid for at the contract lump sum price bid for "Dewatering Facility."

**BASIS OF PAYMENT** - Basis of payment will be 100 percent of the unit bid price payable after post construction survey is completed by DNREC to determine final volume in cubic yards of material dredged from Silver Lake and all other compensable items have been satisfactorily completed. Volume will be calculated from the difference in surface pre and post construction. However material excavated below 4 feet below normal water elevation will not be included in the calculations for total excavated volume.

**\*\*\* THE FOLLOWING PAGES, "PROPOSAL AND SCHEDULE OF PRICES" AND "BID SECURITY" REQUIREMENTS MUST BE FILLED OUT AND RETURNED TO CONSTITUTE SUBMITTING A BID.**

PROJECT NAME: SILVER LAKE REHOBOTH HYDRAULIC DREDGING PROJECT

Department Contract No. \_\_\_\_\_

Bid Opening: Date: April 12, 2013

Time: 1:00 PM

Location: **89 Kings Highway  
Dover, DE 19901**

Location of Proposed Work: Silver Lake Rehoboth Sussex County, Delaware

Contract Time: 60\_\_ Working Days

Liquidated Damages \$ 100.00 per Working Day

Bid Security: **REQUIRED** – 10% of bid amount

Performance & Payment Bond: **REQUIRED** – 100% of contract amount

Retainage: **REQUIRED**- 5% of contract payments

ITEM	ESTIMATE QUANTITY	UNIT PRICE (written in words)	UNIT PRICE (figures)	EXTENDED AMOUNT
251	0 LF	Silt Fence Dollars & Cents		
268	Lump Sum	Stabilized Construction Entrance Dollars & Cents		
763	1 Lump Sum	Initial Expense Dollars & Cents		
SP1	1 Lump Sum	Dewatering Facility Dollars & Cents		
SP2	5,000 CY (cubic yards)	Hydraulic Dredging Dollars & Cents		

Total:

The undersigned bidder has carefully examined the site of the proposed work, Standard Specifications, General and Special Provisions, Drawings and Addenda, if any, forming a part of this contract designated as **DNREC Contract No. NAT13001-HYD.DREDGE**, . Upon notice of award by the DNREC Division of Watershed Stewardship, the Bidder agrees to execute a contract within **20** calendar days which shall incorporate said plans and specifications, and further, upon notice to proceed shall, at his own cost and expense, furnish the materials, supplies, machinery, equipment, tools, labor, supervision, insurance, any other accessories and services to complete said work either with his own organization or subcontractors. The work shall be completed to the satisfaction of the DNREC Division of Watershed Stewardship in accordance with the specifications and terms of the contract for the lump sum and/or unit prices for the items on the preceding proposal page(s).

Addendum Number(s)\_\_\_\_\_ have been considered.

**\*\*\*NOTE - It is the contractor's responsibility to check if any Addendum(s) have been issued and include them in his bid price(s).**

Total Amount of Proposal: \$ \_\_\_\_\_  
(Amount in figures)

\_\_\_\_\_  
(Amount written in words)

**For Individuals and Partnerships:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor

SEAL

Address: \_\_\_\_\_  
\_\_\_\_\_

**For Corporations:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporation & Corporate Seal

\_\_\_\_\_  
Signature of Officer & Title

Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF DELAWARE  
BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
\_\_\_\_\_ and State of \_\_\_\_\_ 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 and firmly unto the **State** in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
of amount of bid on Contract No. \_\_\_\_\_, to be paid to the **State** for the use and  
benefit of \_\_\_\_\_ (*insert State agency name*) for which payment  
well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and  
successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden **Principal**  
who has submitted to the \_\_\_\_\_ (*insert State agency name*) a  
certain proposal to enter into this contract for the furnishing of certain material and/or services within the  
**State**, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this  
Contract as may be required by the terms of this Contract and approved by the \_\_\_\_\_  
\_\_\_\_\_ (*insert State agency name*) this Contract to be entered into within twenty days after  
the date of official notice of the award thereof in accordance with the terms of said proposal, then this  
obligation shall be void or else to be and remain in full force and virtue.

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

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal

By:

\_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

Witness: \_\_\_\_\_

By:

\_\_\_\_\_  
Title

**STATE OF DELAWARE  
PAYMENT BOND**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (“**Principal**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the \_\_\_\_\_ (“**Owner**”) (*insert State agency name*), in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:  
  
(Corporate Seal)

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

SURETY

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:  
  
(Corporate Seal)

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

**STATE OF DELAWARE  
PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (“**Principal**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the \_\_\_\_\_ (“**Owner**”) (*insert State agency name*), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:  
  
(Corporate Seal)

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

SURETY

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:  
  
(Corporate Seal)

By: \_\_\_\_\_ (SEAL)  
Name:  
Title: