

NAT-13-SANDFENCE

THIS AGREEMENT made and executed in duplicate, shall be effective this _____ day of _____ two thousand and thirteen (2013).

BY AND BETWEEN Kalinich Fence Company., (hereinafter designated as “Contractor”), party of the first part, and the Department of Natural Resource and Environmental Control, Division of Watershed Stewardship (hereinafter designated as Department, party of the second part.

WITNESSETH that the Contractor in consideration of the covenants and agreements herein contained and made by the Department, agrees with said Department as follows:

ARTICLE ONE: The Contractor shall and will provide and furnish all supplies, material, machinery, implements, appliances, and tools and perform the work and labor required to complete the contract requirements. The work, as set forth in the proposal and specifications are identified by the signature of the Contractor and the Director of the said Department and become hereby a part of this contract.

ARTICLE TWO: It is understood and agreed by and between the parties hereto that all items and/or work included in this contract is to be done under the direction of the said Director and that his decision as to the meaning of the said proposal, and specifications shall be final.

It is understood and agreed by and between the parties hereto that such additional specifications as may be necessary to illustrate the items to be furnished or work to be done are to be submitted by said Contractor and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original proposal, and specification referred to in Article One.

ARTICLE THREE: If the work to be done under this contract shall be abandoned, or if the contract, or any part thereof shall be sublet without the previous written consent of the Department, or if the contract shall be assigned by the Contractor otherwise than as herein specified, or it at any time the Director shall be of the opinion and shall certify in writing to the Department that the work, or any part thereof, is unnecessarily or unreasonably delayed or that the Contractor has violated any provision of this contract, or the Contractor fails to provide all supplies, material, machinery, implements, appliances and tools or fails to perform the work and labor as set forth in the proposal and specifications, in whole or in part, the Department may notify the Contractor to discontinue all work or any part thereof; and thereupon the Contractor shall discontinue such work or such part thereof as the Department may designate the Department may thereupon, by a contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof, to the Contractor.

All costs and charges that may be incurred under this article or any damages that should be borne by the Contractor shall be withheld or deducted from any moneys then due, or to become due to the Contractor under this contract, or any part thereof; and in such accounting the Department shall not be held to obtain the lowest cost for the work or completing the contract or any part thereof, but all sums actually paid therefore shall be charged to the Contractor. In case the costs and charges incurred are less than the sum which would have been payable under the

contract if the same had been completed by the Contractor the Contractor shall be entitled to receive the difference and in case such costs and charges shall exceed the said sum, the "Contractor" shall pay the amount of excess to the Department for the completion of the work.

ARTICLE FOUR: It is further mutually agreed between the parties hereto that no payment made under this contract shall be conclusive evidence of the performance of this contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work.

IN WITNESS WHEREOF: the said parties to these presents have duly executed this agreement in duplicate the day and year first above written.

SIGNED, SEALED AND DELIVERED IN the presence of:

Contractor

BY _____
(SIGNATURE)

Witness: _____

KALINICH FENCE COMPANY

Department of Natural Resources and
Environmental Control

Witness _____

Collin P. O'Mara, Secretary

In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm, or partnership and their corporate seal must be affixed hereto.