

Contract Number: NAT - 13322  
Title: Cape American Beach Grass Bid

THIS AGREEMENT, made and executed in duplicate, **shall be effective this 7th day of**, January 2014.

BY AND BETWEEN Joseph Wick Nurseries LTD  
(hereinafter designated as "Contractor"), party of the first part, and the Department of Natural Resources and Environmental Control, Division of Watershed Stewardship, created under the laws of the State of Delaware (hereinafter designated as Department of Natural Resources and Environmental Control, Division of Watershed Stewardship), party of the second part.

WITNESSETH that the "Contractor" in consideration of the covenants and agreements herein contained and made by Department of Natural Resources and Environmental Control, Division of Watershed Stewardship, agrees with said Department of Natural Resources and Environmental Control, Division of Watershed Stewardship as follows:

ARTICLE ONE: The "Contractor" shall provide and furnish all supplies, materiel, 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 is identified by the signature of the "Contractor" and the Director of the said Department of Natural Resources and Environmental Control, Division of Watershed Stewardship 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 the Director 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 Department of Natural Resources and Environmental Control, Division of Watershed Stewardship, or if the contract shall be assigned by the "Contractor" otherwise than as herein specified, or if at any time the Director shall be of the opinion and shall certify in writing to Department of Natural Resources and Environmental Control, Division of Watershed Stewardship that the work, or any part thereof, is unnecessarily or unreasonably delayed or that the "Contractor" has violated any provision of this contract or that the "Contractor" fails to provide all supplies, materiel, 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, Department of Natural Resources and Environmental Control, Division of Watershed Stewardship 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 Department of Natural Resources and Environmental Control, Division of Watershed Stewardship may designate and Department of Natural Resources and Environmental Control, Division of Watershed Stewardship 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 Department of Natural Resources and Environmental Control, Division of Watershed Stewardship 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 Department of Natural Resources and Environmental Control, Division of Watershed Stewardship 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 written below:

SIGNED, SEALED AND DELIVERED IN  
the presence of

CONTRACTOR:

*Original on File*

BY

(SIGNATURE)

*Original on File*

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

*Joseph Wick Nurseries LTD*  
(Contractor)

(Seal)



DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL, DIVISION OF  
WATERSHED STEWARDSHIP:

*Original on File*

Colin P. O'Mara, Secretary

Department of Natural Resources and Environmental  
Control, Division of Watershed Stewardship

*Original on File*

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

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.

DOC. #0031M

STATE OF DELAWARE  
 Department of Natural Resources and Environmental Control  
 Division of Watershed Stewardship

Attachment A

Contract No. NAT-13322

Cape American Beach Grass Bid

BID QUOTATION

Initial Purchase

200,000 - 2 (two) stem planting units (400,000 stems)

Delivered:

Unit Cost	Qty	Total
_____	200,000	_____

Pick-Up

Unit Cost	Qty	Total
_____	200,000	_____

Initial Purchase

~~150,000~~ - 2 (two) stem planting units (300,000 stems)  
 100,000 +/-

Delivered:

Unit Cost	Qty	Total
<u>29</u>	<del>150,000</del> 100,000	<u>\$ 29,000.00</u>

Pick-Up

Unit Cost	Qty	Total
<u>29</u>	<del>150,000</del> 100,000	<u>\$ 29,000.00</u>

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control  
Division of Watershed Stewardship

Additional Purchase:

1. 60,000 - 2 (two) stem planting units (120,000 stems)

Delivered:

Unit Cost	Qty	Total
_____	60,000	_____

Pick-Up

Unit Cost	Qty	Total
_____	60,000	_____

**DELIVERY**

Ship Stock \_\_\_\_\_ days ARO

Ship Non-Stock \_\_\_\_\_ days ARO

CONTRACT TOTAL VALUE \$ 29,000.00

**COMPANY**

Joseph Wick Nurseries LTD

PO Box 617

Dover DE 19903

DATE 12/16/13

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control  
Division of Watershed Stewardship

Attachment G

**ITB Exceptions**  
Contract No. NAT-13322  
Contract Title: CAPE AMERICAN BEACH GRASS BID

Proposals must include all exceptions to the specifications, terms or conditions contained in this ITB. If the vendor is submitting the proposal without exceptions, please state so below.

By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this ITB.

Paragraph # and page #	Exceptions to Specifications, terms or conditions	Proposed Alternative
A# A pg 27	150,000 Cape Beach Grass	<del>Bogue variety</del> (sub)
		Same price as Cape American

**Note:** use additional pages as necessary.

STATE OF DELAWARE  
 Department of Natural Resources and Environmental Control  
 Division of Watershed Stewardship

Attachment C

CONTRACT NO.: NAT-13322  
 TITLE: CAPE AMERICAN BEACH GRASS BID  
 OPENING DATE: MONDAY, DECEMBER 16, 2013 at 4:00 P.M (Local Time)  
**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Department of Natural Resources and Environmental Control, Division of Watershed Stewardship.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

<input checked="" type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control, Division of Watershed Stewardship.

COMPANY NAME Joseph Wick Nurseries, LTD (Check one)  
 NAME OF AUTHORIZED REPRESENTATIVE Susan Preskenis  
 SIGNATURE [Signature] TITLE Office Manager  
 COMPANY ADDRESS PO Box 617 Dover DE 19903  
 PHONE NUMBER 302-730-9070 FAX NUMBER 302-730-9076  
 EMAIL ADDRESS JWNLTD@aol.com  
 FEDERAL E.I. NUMBER 51-0260718 STATE OF DELAWARE LICENSE NUMBER 1368 A

COMPANY CLASSIFICATIONS: CERT. NO.	Women Business Enterprise (WBE)		Minority Business Enterprise (MBE)		Disadvantaged Business Enterprise (DBE)	
	Yes	No	Yes	No	Yes	No
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
 (COMPANY NAME) Joseph Wick Nurseries LTD  
 ADDRESS PO Box 617 Dover DE 19903  
 CONTACT Susan Preskenis  
 PHONE NUMBER \_\_\_\_\_ FAX NUMBER 302-73 9076  
 EMAIL ADDRESS JW D @ aol.com

entity, owner, partnership, or debarment?  
 YES \_\_\_\_\_ NO  if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

WITNESSED AND SUBSCRIBED BEFORE ME this 16th day of December, 2013  
9/11/17

City of Dover County of Kent State of Delaware

30  
**JANETTE S GENTILE**  
 NOTARY PUBLIC  
 STATE OF DELAWARE  
 My Commission Expires Sept. 10, 2017