Contract Number: NAT-402013
Title: BROADKILL BEACH TRUCKFILL PROJECT

THIS AGREEMENT, made and executed in duplicate, **shall be effective this** 23rd **day of,** December **. 2013.**

BY AND BETWEEN **M. L. Joseph Sand and Gravel Co., Inc.** (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 the "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 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" 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 the "Department", 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 "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 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, 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 and 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 written below:

SIGNED, SEALED AND DELIVERED IN
the presence of

CONTRACTOR:

BY Original on File
(SIGNATURE)

Witness: Original on File

Original on File
M. L. JOSEPH SAND AND GRAVEL CO., INC.

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL:

Original on File
Collin P. O'Mara, Secretary

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

Witness: Original on File

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