



State of Delaware
Department of Natural Resources & Environmental Control
Delaware Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19901

Mr. Daniel K. Clark
Lockwood Brothers Inc.
220 Salters Creek Road
Hampton, Va. 23669

November 15, 2013

**Heavy Lift and Transport Gun Parts to Cape Henlopen State Park
DNREC, Division of Parks and Recreation
Contract# Nat13600_Cape_Gun**

Dear Mr. Clark,

I am pleased to inform you that the State of Delaware, Department of Natural Resources, Division of Parks and Recreation has awarded you Contract Number Nat 13600_Cape_Gun.

We hereby accept your Lump Sum Proposal in the amount of Seventy-Seven Thousand Dollars (\$77,000.00).

Enclosed are three (3) copies of our contract agreement, that must be completed and returned to my attention prior to December 15, 2013. The contract form **MUST** have the signature of a representative who has the legal capacity to enter your organization into a formal contract with the State of Delaware, Department of Natural Resources, Division of Parks and Recreation. One copy of the fully executed contract will be returned for your records.

The awarded vendor(s) will be required to complete the new W-9 form by visiting the Division of Accounting's website: <http://accounting.delaware.gov/>. It is the vendor's responsibility to act upon this instruction for submitting a new W-9 form, agencies will not be able to purchase if this is not completed and accepted by the Division of Accounting. If you need assistance or have any questions, please contact 302-734-6827 or fax your inquiry to 302-736-7909.

We appreciate your interest and look forward to working with you.

Sincerely,

Original on File

Paul Nicholson
Park Operations Administrator
Operations, Maintenance and Programming

PN

Enclosures: Contract of Agreement x3

Cc: Dr. Gary D. Wray

Contract Number: **NAT13600-CAPE_GUN**
Title: **Cape Heavy Lift and Transport Gun Parts to Cape Henlopen State Park**

THIS AGREEMENT, made and executed in duplicate, shall be effective this 24th day of, January 2014

BY AND BETWEEN Lockwood Brothers Inc. (hereinafter designated as "Contractor"), party of the first part, and the Department of Natural Resources and Environmental Control, Division of Parks and Recreation, Operations Maintenance and Programming Section created under the laws of the State of Delaware hereinafter designated as DNREC, State of Delaware, party of the second part.

WITNESSETH that the "Contractor" in consideration of the covenants and agreements herein contained and made by DNREC, State of Delaware, agrees with said DNREC 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 DNREC, State of Delaware 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 DNREC, State of Delaware, 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 DNREC, State of Delaware 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, DNREC, State of Delaware 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 DNREC, State of Delaware may designate and DNREC, State of Delaware 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 DNREC, State of Delaware 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 DNREC, State of Delaware 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)

Original on File

(Seal)

Witness: _____

Lockwood Brothers, Inc
(Contractor)

**DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL
STATE OF DELAWARE**

Original on File

Secretary
DNREC, State of Delaware

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