

Contract Number: NAT14186-PHRAG\_SPRAY

Title: Helicopter Spraying and Surveillance for Phragmites Control for DNREC – Wildlife Section

THIS AGREEMENT, made and executed in duplicate, **shall be effective this 16th day of, July 2014.**

BY AND BETWEEN Chorman Spraying, LLC

(hereinafter designated as "Contractor"), party of the first part, and the Department of Natural Resources and Environmental Control, Division of Fish & Wildlife, Wildlife Section, created under the laws of the State of Delaware (hereinafter designated as DNREC), party of the second part.

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

ARTICLE ONE: The "Contractor" shall provide all Phragmites spraying and surveillance services described in the Scope of Services in the above-referenced Contract. The work, as set forth in the proposal, and specifications is identified by the signature of the "Contractor" and the Secretary of the said DNREC 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 Secretary and that the Secretary's 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, or if the contract shall be assigned by the "Contractor" otherwise than as herein specified, or if at any time the Secretary shall be of the opinion and shall certify in writing to DNREC 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 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 may designate and DNREC 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 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 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)

(Seal)

Witness: Original on File

CHARMAN SPRAYING LLC  
(Contractor)

DNREG:

Original on File  
(David S.Small, Secretary)

Department of Natural Resources & 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