



STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL  
DIVISION OF WATERSHED STEWARDSHIP  
89 Kings Highway  
DOVER, DELAWARE 19901

OFFICE OF THE  
DIRECTOR

PHONE: (302) 739-9921  
FAX: (302) 739-6724

December 5, 2013

Mr. Jeff Dawson  
General Manager  
Pioneer Materials  
880 Long Point Road  
Dover, Delaware 19901

Dear Mr. Dawson:

I am pleased to inform you that Pioneer Materials has been awarded Contract Number NAT-402014 for the KITTS HUMMOCK TRUCKFILL PROJECT.

Enclosed are two (2) copies of our contract form that must be completed and returned to my attention prior to December 20, 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 and Environmental Control, Division of Watershed Stewardship. One copy of the fully executed contract form 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 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*

Charles E. Williams, II  
Program Manager

Enclosures

*Delaware's good nature depends on you!*

**Contract Number: NAT-402014**  
**Title: KITTS HUMMOCK TRUCKFILL PROJECT**

THIS AGREEMENT, made and executed in duplicate, shall be effective this 19<sup>th</sup> day of, December, 2013.

BY AND BETWEEN **Pioneer Materials** (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:

*Original on File*

BY \_\_\_\_\_

*[Signature]* (SIGNATURE)

(Seal)

Witness: *Original on File*

*General Manager*  
PIONEER MATERIALS

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL:

*Original on File*

Collin P. O'Mara, Secretary

*Original on File*

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

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



# Purchase Order

Dispatch via Print

**STATE OF DELAWARE**  
Division of Accounting  
Department of Finance  
820 Silver Lake Boulevard Suite 200  
Dover DE 19904  
United States

**Vendor:** 0000018576  
PENNSY SUPPLY  
PO BOX 858  
DOVER DE 19903

<b>Purchase Order</b> STATE-0000215327	<b>Date</b> 12/31/2013	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> DUE NOW	<b>Freight Terms</b> Destination	<b>Ship Via</b> Common Car	
<b>Buyer</b> Gatta, Donna M.	<b>Phone</b>		

**Ship To:** NAT057  
Division of Watershed Stewardship Dover Office  
Department of Natural Resources & Environmental Co  
89 Kings Highway  
Dover DE 19901  
United States

**Bill To:** Division of Watershed Stewardship Dover Office  
Department of Natural Resources & Environmental Co  
89 Kings Highway  
Dover DE 19901  
United States

**Conditions and Instructions to Vendor:**

1. Acceptance of this Purchase Order is agreement to accept payment by credit card, ACH or by check at the State's option.
2. All prices F.O.B. destination unless otherwise indicated.
3. This order and the performance thereof shall be construed and governed in accordance with the laws of the State of Delaware.
4. Separate invoices must be submitted for each order. Submit invoice in triplicate.
5. Any price changes must be agreed to by the Ordering Agency prior to submitting invoices.
6. Purchase Order not valid unless signed by Secretary of Department of Finance or designee or under \$5000.00 or marked emergency.

Tax Exempt ID: 516000279

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	SAND FOR BEACH NOURISHMENT		1.00	EA	126,348.75	126,348.75	12/31/2013
<b>Schedule Total</b>						<u>126,348.75</u>	
<b>Item Total</b>						<u>126,348.75</u>	

ENCUMBER FUNDS PER CONTRACT #NAT-402014 FOR 7,500 CUBIC YARDS OF SAND FOR BEACH NOURISHMENT AT KITTS HUMMOCK

**Total PO Amount** 126,348.75

Authorized Signature

*Original on File*