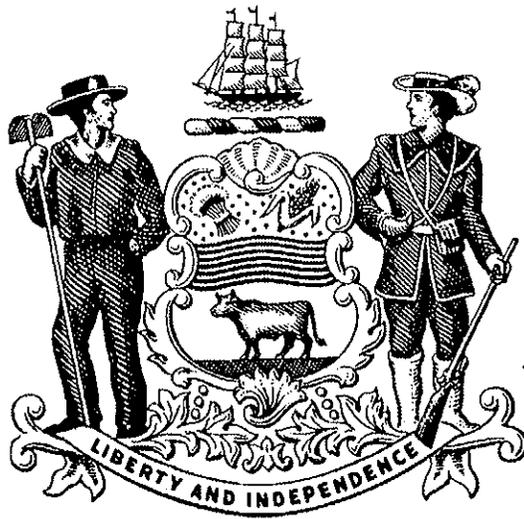

CONTRACT



STATE OF DELAWARE
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
P.O. Box 818
DOVER, DELAWARE 19903

CONTRACT NUMBER SHS-11-015-DOTEMERGRV

Title: Department of Transportation Emergency Response Vehicle

THIS AGREEMENT, made and executed in triplicate, shall be effective this 5th day of October **IN THE YEAR OF OUR LORD**, Two Thousand and Eleven (2011).

BY AND BETWEEN Structural Metal Fabricators, Inc. (hereinafter designated as "Contractor"), party of the first part, and The Department of Safety and Homeland Security, created under the laws of the State of Delaware, party of the second part.

WITNESSETH that the "Contractor" in consideration of the covenants and agreements herein contained and made by Department of Safety and Homeland Security, agrees with said Department of Safety and Homeland Security 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 Cabinet Secretary of the said Department of Safety and Homeland Security 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 Cabinet Secretary and that the Cabinet Secretary 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 Safety and Homeland Security, or if the contract shall be assigned by the "Contractor" otherwise than as herein specified, or if at any time the Cabinet Secretary shall be of the opinion and shall certify in writing to Department of Safety and Homeland Security 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 Safety and Homeland Security 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

