



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
& ENVIRONMENTAL CONTROL
DIVISION OF WASTE AND HAZARDOUS SUBSTANCES
89 Kings Highway
DOVER, DELAWARE 19901

Emergency Response Team

Telephone: (302) 739-8404

May 15, 2013

Brian Bashista
Atlantic Emergency Solutions
121 Patriot Drive
Middletown, DE 19709

Dear Mr. Bashista:

I am pleased to inform you that Atlantic Emergency Solutions has been awarded Contract Number NAT13087-HAZMATUNIT, Hazardous Materials Response Unit.

Completed copies (2) of the enclosed contract forms along with your performance bond must be returned to my attention, Department of Natural Resources and Environmental Control prior to May 24, 2013. One copy of the fully executed contract form will be returned for your records.

Under the terms of the contract, your performance bond must be in the amount of four hundred ninety-eight thousand, six hundred fifty-three dollars (\$498,653.00).

Additionally an updated certificate of insurance is required showing Atlantic Emergency Solutions as the insured and the certificate holder as:

Department of Natural Resources and Environmental Control
Emergency Prevention and Response
Contract Number NAT13087-HAZMATUNIT
89 Kings Highway
Dover, DE 19901

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.

Original on File

Jarrie Bethard, ESIV
Enclosures

Contract Number: NAT13087-HAZMATUNIT
Title: Hazardous Materials Response Unit

THIS AGREEMENT, made and executed in duplicate, shall be effective this 3rd day of, June, 2013.

BY AND BETWEEN Atlantic Emergency Solutions (hereinafter designated as "Contractor"), party of the first part, and the Department of Natural Resources and Environmental Control, 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 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 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 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 "Contractor" 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".

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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

(SIGNATURE) (Seal)

Original on File
Witness: _____
_____ *Brian Baskin*
Atlantic Emergency Solutions
(Contractor)

Original on File
Witness: _____
_____ U
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
Original on File
_____ Colin P. O'Mara, Secretary
_____ *5/29/13*
(Date)
Department of Natural Resources and Environmental Control

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.